

A contract between The North Yorkshire Council

and KING FISHER UPVC WINDOWS AND
DOOR LTD.

for NYC Composite External Door Installations/Full
Window UPVC replacements

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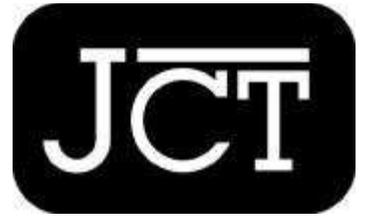
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This document has changed from the published version. A comparison document must be provided.

MTC 2024 Measured Term Contract 2024

2024 MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

- by Employers which have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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For details of 2024 Edition changes, see the Measured Term Contract Guide (MTC/G) and the Tracked Change Document.

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Agreement

This Agreement

is made the _____ 20 _____

Between

The Employer

The North Yorkshire Council

of County Hall, Northallerton, DL7 8AD

And

The Contractor

KINGFISHER UPVC WINDOWS & DOORS LIMITED

Place of incorporation: England and Wales

(Company No. 02538690)^[1]

whose registered office is at Unit T, Leeds, LS27 7JZ

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

First

the Employer requires maintenance and minor works to be carried out in:

Refer to the tender documentation ('the Contract Area') in accordance with 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 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 Statutory Requirements, a copy of which is annexed;

Fifth

whether any of Supplemental Provisions 1 to 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 North Yorkshire Council

of

County Hall, Racecourse Lane, Northallerton, DL7 8AD

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.

Article 5 CDM Regulations – Principal Designer and Principal Contractor

For the purposes of the CDM 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 6 Building Regulations – Principal Designer and Principal Contractor

For the purposes of the Building Regulations (where applicable):

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**

Where Article 8 applies^[2], then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.4 to 9.9 and the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#). The exceptions to this Article 8 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9 **Legal proceedings^[2]**

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

[2] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 8 and clauses 9.4 to 9.9 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.7).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

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:

Refer to the tender documentation

1.2 Description of the types of work for which Orders may be issued:^[3]

Composite External Door Installations / Full Window UPVC Replacements

The Authority requires a contractor to carry out full window and door replacement(s) to its social housing property base, including domestic residential and independent living schemes (flats, communal areas).

Service 1: composite external door installations / full UPVC replacements supply and fit and/or supply only.

The service will need to initially cover the areas of Selby and Richmondshire with the option to extend to Harrogate during the term of the contract and other localities and service requirements as dictated.

2 Supplemental Provisions^[4] (Fifth Recital and Schedule 1)

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

Supplemental Provision 1: Health and safety
* applies

Supplemental Provision 2: Cost savings and value improvements
* applies

Supplemental Provision 3: Performance Indicators and monitoring
* applies

3 Contract Period^[5] (Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be 2 years

commencing on 1st March 2026

completing on 29th February 2028

with the option to extend for a further 12 months, commencing 1st March 2028

[3] Where the National Schedule of Rates is to apply (see items 13.1 and 13.2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 13.2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

[4] Supplemental Provision 4 (Transparency) applies only where the Employer is a Local or Public Authority or other body to which the Freedom of Information Act 2000 applies; Supplemental Provision 5 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

[5] The period is envisaged as normally being at least one year.

and completing 28th February 2029

plus a further option to extend for an additional 12 months, commencing 1st March 2029 and completing 28th February 2030

4 Arbitration
(Article 8)

(If neither entry is deleted, Article 8 and clauses 9.4 to 9.9 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and clauses 9.4 to 9.9 apply.)^[6]

Article 8 and clauses 9.4 to 9.9 (*Arbitration*)
* apply

5 BIM Protocol
(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

Not applicable

6 Service 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

County Hall, Racecourse Lane, Northallerton, DL7 8AD

Contractor

Unit T, Leeds, LS27 7JZ

The respective email addresses for the Parties are

Employer's email

To be advised

Contractor's email

To be advised

or, subject to clause 1.6.2, such other email address as each Party may notify to the other from time to time

7 Orders – minimum and maximum value
(Clause 2.4)

Minimum value of any one Order to be issued

£1.00 (*words One Pound and Zero Pence*)

Maximum value of any one Order to be issued

£100,000.00 (*words One Hundred Thousand Pounds and Zero Pence*)

[6] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [2].

8 Orders – value of work to be carried out
(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

* £9,800,000 (*words Nine Million, Eight Hundred Thousand Pounds and Zero Pence*) for the Contract Period

9 Orders – priority coding^[7]
(Clause 2.6)

Refer to the 'Invitation to Tender' documents

10 Construction Industry Scheme (CIS)
(Clause 4.2)

The Employer at the commencement of the Contract Period

* is a 'contractor'

for the purposes of the CIS

11 Payments
(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for
(*If none is stated, it is £2,500.*)

£500

Valuation Dates

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

The Valuation Date in each month is the

The valuation date shall be as designated by the Employer on a once-per-month calendar cycle

12 Responsibility for measurement and valuation
(Clause 5.2)

(*Unless one of the three options below is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.*)

* The Contractor shall measure and value all Orders

13 Schedule of Rates
(Clauses 5.3, 5.6.1 and 5.6.2)

13.1 The Schedule of Rates is

* Refer to Appendix C - Schedule of Rates
(*identify the Schedule of Rates to be used*)

subject to adjustment of the rates listed in that Schedule by

* the addition

of the Adjustment Percentage, which is

[7] To be completed if the Employer requires; as an example the code might be:
'A': response time to be 4 hours;
'B': to be commenced within 2 days;
'C': to be commenced within 14 days;
'D': to be commenced as agreed.

* Not required per cent

13.2 Not applicable

13.3 Rates – Fluctuations

Clause 5.6.1

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* applies

13.4 Basis and dates of revision

(Not applicable where the National Schedule of Rates applies)

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

(If no basis is identified the rates remain fixed for all Orders.)

* is as follows

Refer to Appendix E - Fluctuations

Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are

(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year.)

As stated above

14 Daywork

(Clauses 5.4, 5.6.3 and 5.6.4)

14.1 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:

Not required

14.2 Revision of Schedule of Hourly Charges

Clause 5.6.3

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* does not apply

15 Overtime work

(Clause 5.7)

An all-in non-productive overtime rate is included in the Schedule of Hourly Charges.

16 Insurance

(Clauses 6.4.1, 6.7, 6.8, 6.9 and 6.12)

16.1 Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£10,000,000

for any one occurrence or series of occurrences arising out of one event

16.2 Percentage to cover professional fees

(If no other percentage is stated, it shall be 15 per cent.)

15 per cent

- 16.3 Insurance of existing structures – clause 6.7.1^[8]
(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).)
- * applies
- 16.4 Insurance of work or supply comprised in Orders – clause 6.8
(If neither entry is deleted, the clause does not apply.)
- * applies
- 16.5 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)
- To be advised
- 16.6 Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Re Cover is required.)
- are set out in the following document(s)
- Not required
- 17 Break Provisions – Employer or Contractor**
(Clause 7.1)
- The period of notice, if less than 13 weeks, is
- 13 weeks
- 18 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
- * does not apply
- 19 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
- To be advised
- Contractor's nominee
- To be advised
- or such replacement as each Party may notify to the other from time to time

Adjudication^[9]

[8] As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer which is not familiar with clause 6.7 and the alternative solutions under clause 6.7.1 – in particular, any Employer which is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer which is a tenant should also consult its insuring landlord prior to that stage.

[9] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

The Adjudicator is to be provided by the nominating body

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is

(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If a body has not been selected from those listed below or another body chosen and inserted, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * The Royal Institution of Chartered Surveyors

Arbitration^[10]

Appointor of Arbitrator (and of any replacement) – the appointor is

(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If no body is selected from those listed below or another body chosen and inserted, the appointor shall be the President or a Vice-President of the body listed below selected by the Party serving the first notice of arbitration under clause 9.5. For any subsequently served notice of arbitration from any Party under clause 9.5, the appointor shall be the President or a Vice-President of the same body that was selected for the first notice of arbitration.)

President or a Vice-President:

- * The Royal Institution of Chartered Surveyors

[10] This only applies where the Contract Particulars (item 4) state that Article 8 and clauses 9.4 to 9.9 (*Arbitration*) apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or its authorised representative should sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on its behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Electronic execution

In 2019, the Law Commission published a report on "Electronic execution of documents" to assist in clarifying the legal status of electronic signatures. It reached the general conclusion that: "An electronic signature is capable in law of being used to validly execute a document (including a deed) provided that (i) the person signing the document intends to authenticate the document and (ii) any formalities relating to execution of that document are satisfied."^[11] The practice of electronic execution has been growing in recent years and JCT understands that this is now commonplace. E-signature platforms are understood to be widely available, but JCT does not endorse any particular software company.

[11] See Statement of Law paragraph (1) at page 2 of the report. The full text of the report is available at www.lawcom.gov.uk/project/electronic-execution-of-documents.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A)** through signature by a Director and the Company Secretary or by two Directors;
 - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C)** signature by a single Director in the presence of a witness who attests the signature.Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out their name and address.
- 6 Where the Employer or Contractor is an individual, they should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

Executed as a Deed by the Employer

namely ¹ The North Yorkshire Council

(B) by affixing hereto the common seal **of the company/other body corporate** ^{2, 4}
in the presence of

Authorised Signatory

[Common seal of company]

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Execution as a Deed

Executed as a Deed by the Contractor

namely ¹ KINGFISHER UPVC WINDOWS & DOORS LIMITED

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

(Print name of signatory)

Signature Director

and

(Print name of signatory)

Signature Company Secretary/Director

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

Adjudicator: an individual appointed under **clause 9.3** as the Adjudicator.

Adjustment Percentage: the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the **Contract Particulars (item 13.1)** (which shall not apply to any valuation of an Order or a part of it as daywork).

Agreement: the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

All Risks Insurance: see **clause 6.6**.

Arbitrator: an individual appointed under **clause 9.5** as the Arbitrator.

Article: an article in the **Agreement**.

BIM Protocol: (where applicable) the document identified as such in the **Contract Particulars (item 5)**.

Building Regulations: the Building Regulations 2010.

Business Day: any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Clause 6.7.1 Replacement Schedule: (where applicable) the insurance schedule and/or other documents identified as such in the **Contract Particulars (item 16.3)**.

Conditions: the clauses set out in sections 1 to 9 of these Conditions, together with and including Schedule 1 hereto.

Construction Industry Scheme (or 'CIS'): the current scheme under the Finance Act 2004.

Construction Phase Plan: the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

Contract Administrator: the person named in **Article 4** or any successor nominated or otherwise agreed under **clause 3.10**.

Contract Area: see the **First Recital**.

Contract Documents: the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.

Contract Particulars: the particulars in the **Agreement** and there described as such, as completed by the Parties.

Contract Period: subject to **clause 7.1**, the period stated in the **Contract Particulars (item 3)**.

Contractor: the person named as Contractor in the **Agreement**.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or

engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

Employer: the person named as Employer in the **Agreement**.

Employer's Persons: all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Provider.

Excepted Risks: see **clause 6.6**.

Insolvent: see **clause 8.1**.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

Joint Names Policy: see **clause 6.6**.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

National Schedule of Rates: the National Schedule of Rates (Building Works) and/or such alternative version of the [National Schedule of Rates](#) (published by NSR Management Ltd) identified in the **Contract Particulars (item 13.2)**.

Order: the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.

Order Completion Date: see **clause 2.11**.

Parties: the Employer and the Contractor together.

Party: either the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Principal Contractor: the Contractor or such other contractor as is either named in **Article 5** or **Article 6** or appointed by the Employer in relation to any Order.

Principal Designer: the Contract Administrator or such other person as is either named in **Article 5** or **Article 6** or appointed by the Employer in relation to any Order.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.^[12]

Recitals: the recitals in the **Agreement**.

Schedule of Hourly Charges: see **clause 5.4.1**.

Schedule of Rates: the schedule of rates identified in the **Contract Particulars (item 13)**, together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Site: the building(s) and/or land within the Contract Area to which an Order relates.

Site Materials: all unfixated materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.

Specified Perils: see **clause 6.6**.

Statutory Provider: any person executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by such person upon or in connection with that work.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any

[12] Amend as necessary if different Public Holidays are applicable.

statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any person which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.

Termination Payment: a payment to which **clauses 8.10.5, 8.11.3 and 8.12** refer.

Terrorism Cover: see **clause 6.6**.

Valuation Date: each date as specified by the **Contract Particulars (item 11)**.

Variation: see **clause 5.1**.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6.7.2 or 6.8.

1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
- 1.3.6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

1.5 Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person which is not a party to it.

1.6 Notices and other communications

- 1.6.1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means and shall be duly given or served if:
 - 1.6.2.1 delivered by hand or sent by pre-paid post to the recipient's address stated in the Contract Particulars (item 6), or to such other address as the recipient may from time to time notify to the sender, or if no such address is then current, the recipient's last known principal business address or (where a body corporate) its

registered or principal office; or

- 1.6.2.2 sent by email to the recipient's email address stated in the Contract Particulars (item 6), or to such other email address as the recipient may from time to time notify to the sender.

1.7 **Applicable law**

This Contract shall be governed by and construed in accordance with the law of England.^[13]

[13] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

2.1 Contractor's obligations

- 2.1.1 On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.
- 2.1.2 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance and sustainability in the carrying out of the Order or of the completed Order and a reduction in environmental impact, provided that no such instruction shall impose on the Contractor obligations in relation to design under this Contract.

2.2 Materials, goods and workmanship

- 2.2.1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.
- 2.2.2 The Contractor shall provide to the Employer all information that the Employer reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.
- 2.2.3 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to the Contract Administrator's reasonable satisfaction.
- 2.2.4 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.
- 2.2.5 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:
- 2.2.5.1 provide all the labour, materials and goods necessary;
- 2.2.5.2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of its operatives and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;
- 2.2.5.3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme \(CSCS\)](#) or qualified under an equivalent recognised qualification scheme.

2.3 Rights of Employer

- 2.3.1 The Employer reserves the right:
- 2.3.1.1 to place orders for similar work with other contractors or its own labour within the Contract Area;
- 2.3.1.2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.
- 2.3.2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an

Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.

- 2.3.3 The Contractor shall give a receipt for any materials or goods handed over to it by the Contract Administrator and shall obtain a receipt for any returned.
- 2.3.4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for it by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which such plant and equipment is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
- 2.3.5 The Employer shall notify the Contractor of the then current value of any materials or goods or usage of plant supplied under this clause 2.3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.
- 2.3.6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2.3.6.

2.4 Size and duration of Orders

Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 7) and shall be reasonably capable of being carried out within the Contract Period.

2.5 Value of work to be carried out under this Contract

With regard to the anticipated value of work as stated in the Contract Particulars (item 8), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

2.6 Orders – completion

Unless covered by a priority coding referred to in the Contract Particulars (item 9), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2.10.2, the Contractor shall complete each Order by that completion date.

2.7 Programme

Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in its request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

2.8 Divergences from Statutory Requirements

- 2.8.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, it shall immediately give to the Contract Administrator a notice specifying the divergence.
- 2.8.2 Provided the Contractor is not in breach of clause 2.8.1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

2.9 Fees or charges

The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for

payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

2.10 Extension of time

- 2.10.1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for completion of such Order but shall constantly use its best endeavours to carry out each Order by the stated date.
- 2.10.2 If the Contractor is unable to complete an Order by the date stated for completion of such Order, due to a suspension by the Contractor of the performance of its obligations under this Contract pursuant to clause 4.7 or for reasons beyond its control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2.4, the Contractor shall not be relieved of its obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

2.11 Order Completion Date

- 2.11.1 The Contractor shall notify the Contract Administrator of the date when in its opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2.11.2 If the Contract Administrator dissents, then, as soon as it is satisfied that the Order has been duly completed and/or supplied, it shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

2.12 Defects

Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

3.2 Sub-contracting

The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Short Form of Sub-Contract.

3.3 Contractor's representative

The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to it by the Contract Administrator shall be deemed to have been issued to the Contractor.

3.4 Access to the Site

3.4.1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator and the Contract Administrator, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.

3.4.2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3.4.1, it shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

3.4.3 To the extent that clauses 3.4.1 and 3.4.2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

3.5 Variations

3.5.1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.

3.5.2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3.5.1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.

3.5.3 No Variation required by the Contract Administrator or subsequently sanctioned by it shall invalidate the Order or vitiate this Contract.

3.5.4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4.3 (progress payments) and in the valuation of it for the purposes of clause 4.4 or 4.5 (final payment).

3.6 Cancellation of an Order

3.6.1 The Contract Administrator may cancel any Order.

3.6.2 On the cancellation of an Order:

- 3.6.2.1 the Contract Administrator shall value and certify, in accordance with clause 4.4, for payment by the Employer under that clause, any work or supply which in its opinion has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and
- 3.6.2.2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

3.7 Exclusion from the Site

The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

3.8 Non-compliance with instructions

If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or 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 as a debt.

3.9 CDM Regulations and Part 2A of the Building Regulations

Without limiting either Party's statutory and regulatory duties and responsibilities, each Party undertakes to the other that in relation to each Order and Site it will duly comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations^[14], and in particular but without limitation:

- 3.9.1 the Employer shall in each case ensure that the Principal Designer carries out its duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out its duties under those regulations;
- 3.9.2 the Contractor shall comply with:^[15]
 - 3.9.2.1 regulations 8 and 15 of the CDM Regulations and, where it is the Principal Contractor for the purposes of the CDM Regulations, with regulations 12 to 14 of those regulations; and
 - 3.9.2.2 regulations 11F, 11J and 11L of the Building Regulations and, where it is the Principal Contractor for the purposes of the Building Regulations, with regulation 11N of those regulations;
- 3.9.3 if the Employer appoints any other person as a Principal Designer or Principal Contractor in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

3.10 Replacement of Contract Administrator

If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[14] Part 2A of the Building Regulations, introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022, sets out a framework of safety duties and competence requirements for those persons involved in the procurement, design and undertaking of building work to which building regulations apply (including higher-risk building work for which additional duties apply).
If any project involves higher-risk building work, see the Measured Term Contract Guide.

[15] Under the CDM Regulations and the Building Regulations, where the Employer is a domestic client (as defined in regulation 2(1) in both sets of regulations), the Principal Contractor may also be responsible for carrying out certain of the client's duties.

Section 4 Payment

4.1 VAT

Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

4.2 Construction Industry Scheme (CIS)

Where it is stated in the Contract Particulars (item 10) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', its obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Progress payments

4.3.1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):

4.3.1.1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 11); and/or

4.3.1.2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount the Contractor considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.

4.3.2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.

4.3.3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that it considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

4.4 Final payment where Contract Administrator measures and values Orders

Where the Contract Administrator is to value an Order pursuant to clause 5.2:

4.4.1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;

4.4.2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that it considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of such Order under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;

4.4.3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that it considers will or has become due to it in respect of the Order and the basis on which that sum has been calculated.

4.5 Final payment where Contractor measures and values Orders

Where the Contractor is to value an Order pursuant to clause 5.2:

- 4.5.1 the Contractor shall following the Order Completion Date make an application to the Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to it on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 4.5.2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that it considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
- 4.5.3 if the Contractor fails to make an application in accordance with clause 4.5.1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
- 4.5.4 if the Contractor fails to make an application within the period of notice given under clause 4.5.3:
 - 4.5.4.1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 4.5.4.2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 4.5.4.3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4.5.2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
- 4.5.5 if clause 4.5.4 applies but the Contract Administrator fails to issue a certificate as required by clause 4.5.4.3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4.5.4.3 make an application giving the details required by clause 4.5.1.

4.6 Payments – final date and amount

- 4.6.1 Subject to clause 4.6.4, the final date for payment of each payment under clauses 4.3 to 4.5 shall be 14 days from its due date.
- 4.6.2 Subject to any notice given by the Employer under clause 4.6.5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
- 4.6.3 If a certificate is not issued in accordance with clause 4.3.3, 4.4.2, 4.5.2 or 4.5.4, the Employer shall, subject to any notice given under clause 4.6.5, pay the Contractor the sum stated as due in the application.
- 4.6.4 Where an application is made by the Contractor in the circumstances mentioned in clause 4.4.3 or 4.5.5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4.4.2 or 4.5.4.3 that the application is made but notice by the Employer under clause 4.6.5 may not be given prior to the application being made.
- 4.6.5 Where the Employer intends to pay less than the sum stated as due from it in the certificate or application, it shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum it considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 4.6.6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by the final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that

amount at the Interest Rate for the period from the final date for payment until payment is made.

- 4.6.7 Any such unpaid amount and any interest under clause 4.6.6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4.7 or to terminate its employment under section 8.
- 4.6.8 A notice to be given by the Employer under clause 4.6.5 may be given on its behalf by the Contract Administrator or by any other person which the Employer notifies the Contractor as being authorised to do so.
- 4.6.9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

4.7 Contractor's right of suspension

- 4.7.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of its intention to suspend the performance of its obligations under this Contract and the grounds for such suspension, the Contractor, without affecting its other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.7.2 Where the Contractor exercises its right of suspension under clause 4.7.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising the right.
- 4.7.3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with its application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

5.1 Definition of Variations

The term 'Variation' means:

- 5.1.1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
- 5.1.2 any other addition to, omission from or alteration of any Order; or
- 5.1.3 the removal of any inconsistencies in or between any documents included in an Order.

5.2 Measurement and Valuation – responsibility

Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by the Contract Administrator) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 12).

5.3 Valuation – measurement

- 5.3.1 Subject to clauses 2.3.5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
- 5.3.2 Where the Contract Administrator is to undertake measurement of an Order, it shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

5.4 Valuation – daywork

- 5.4.1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[16].
- 5.4.2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which it considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the operatives' names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

5.5 Derived rates

- 5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
- 5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom,

[16] In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

the value shall be agreed between the Parties, failing which it shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.

5.6 Rates – Fluctuations

- 5.6.1 Unless it is stated in the Contract Particulars (item 13.3) that this clause 5.6.1 does not apply:
- 5.6.1.1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
- 5.6.1.2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 13.4).
- 5.6.2 If it is stated in the Contract Particulars that clause 5.6.1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5.6.1.2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
- 5.6.3 Unless it is stated in the Contract Particulars (item 14.2) that this clause 5.6.3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5.6.5.
- 5.6.4 Whether or not clause 5.6.3 applies, any all-in hourly rate deduced or fixed under clause 5.5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
- 5.6.5 In the absence of any express basis for revision where clause 5.6.3 applies or in the case of revision under clause 5.6.4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

5.7 Overtime work

- 5.7.1 For the purposes of this clause 5.7:
- 5.7.1.1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
- 5.7.1.2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
- 5.7.2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 15).
- 5.7.3 No payment shall be due under clause 5.7.2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5.7.2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

5.8 Interruption of work – unproductive costs

If, while carrying out the work comprised in any Order, the Contractor is required by the Contract Administrator during normal working hours (as referred to in clause 5.7.1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

6.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Provider.

6.2 Contractor's liability – loss, injury or damage to property

Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3 Loss or damage to existing structures or their contents

6.3.1 Where clause 6.7.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7 that is caused by any of the risks or perils required or agreed to be insured against under that clause.

6.3.2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3.3 Where a Clause 6.7.1 Replacement Schedule applies in lieu of clause 6.7.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.

6.3.4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

6.4 Contractor's insurance of its liability

6.4.1 Without limiting or affecting its indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

6.4.1.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

6.4.1.2 for all other claims to which clause 6.4.1 applies^[17], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 16.1).^[18]

6.4.2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.11 shall apply.

[17] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[18] The Contractor may, if it wishes, insure for a sum greater than that stated in the Contract Particulars (item 16).

6.5 Excepted Risks

Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

6.6 Related definitions

In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[19]: insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear,
 - (ii) obsolescence, or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[20];
- (c) loss or damage caused by or arising from:
 - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
 - (iii) an Excepted Risk.

Excepted Risks: the risks comprise:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

[19] The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered**. As respects All Risks policies, see the Measured Term Contract Guide. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract**.

[20] In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7.2 or 6.8 or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

- (c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy: a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Pool Re Cover: such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers which are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[21]

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover: Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.13.1, to an existing structure and/or its contents) caused by or resulting from terrorism.^[21]

6.7 Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[22]

The Employer shall:

- 6.7.1 unless otherwise stated by the Contract Particulars (item 16.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by it or for which it is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 6.7.2 subject to clause 6.8 where the Contract Particulars state that that clause applies (item 16.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 16.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7 the Employer shall notify its insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

6.8 Joint Names Insurance of work or supply comprised in Orders by the Contractor

If the Contract Particulars (item 16.4) state that this clause 6.8 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6^[23] for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars (item 16.2) to cover professional

[21] As respects Terrorism Cover and the insurance requirements, see footnote [19] and the Measured Term Contract Guide.

[22] **Clause 6.7 can be used in its existing printed form by those Employers able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which it is responsible.**

However, the Joint Names Policy required by clause 6.7.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7.1 (item 16.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7.1 and, by means of a Clause 6.7.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

[23] In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [19].

fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

6.8.1 the end of the Contract Period or (if later) the last Order Completion Date; or

6.8.2 (if earlier) the date of termination of the Contractor's employment.

6.9 Clause 6.8 – use of Contractor's annual policy – as alternative

If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

6.9.1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6.8; and

6.9.2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6.8. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 16.5).

6.10 Notification by Contractor of occupation and use

Where clause 6.8 applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6.8 refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

6.11 Evidence of insurance

6.11.1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6.4, 6.7, 6.8 and 6.12, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

6.11.2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which it may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to it by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by it from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

6.12 Terrorism Cover – policy extensions and premiums

6.12.1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6.8 applies, or the Employer, where clause 6.7.2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 16.6), subject to clauses 6.12.4 and 6.13.

6.12.2 Where clause 6.8 applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.

6.12.3 Where clause 6.8 applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.

6.12.4 Where clause 6.8 applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, the Employer may instruct the Contractor not to renew the Terrorism Cover. If it so instructs, clause 6.14.5.3 shall apply with effect from the renewal date.

6.13 Terrorism Cover – non-availability – Employer's options

- 6.13.1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 6.13.2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
- 6.13.2.1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
- 6.13.2.2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 6.13.3 Where clause 6.8 applies and the Employer gives notice under clause 6.13.2 requiring continuation of the work comprised in any Orders, 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.
- 6.13.4 If the Employer gives notice of termination under clause 6.13.2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4.6.
- 6.13.5 In the case of any Orders in respect of which notice of termination is not given under clause 6.13.2.2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6.14 and 6.15 shall as appropriate apply.

6.14 Loss or damage – insurance claims and reinstatement

- 6.14.1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 6.14.2 Subject to clauses 6.14.5.1 and 6.14.6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 6.14.3 The Contractor, for itself and its sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 6.14.4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6.15 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Order(s).
- 6.14.5 Where clause 6.8 applies:
- 6.14.5.1 unless the Employer cancels the Order affected by the loss or damage, the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.14.5.2;
- 6.14.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by it to insurers in respect of professional fees up to

the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

6.14.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.12.4 or 6.13 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.14.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage;

6.14.5.4 for the purposes of clause 2.10.2 (but not otherwise under these Conditions except as referred to in clause 6.14.5.3) reinstatement work shall be treated as a Variation.

6.14.6 Where clause 6.7.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

6.15 Loss or damage to existing structures – right of termination in respect of Orders

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:

6.15.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to which it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;

6.15.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.13.4 shall apply.

Section 7 Break Provision – Rights of each Party

7.1 Break notice

Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 17)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

7.2 Existing and subsequent Orders

As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between it and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of its obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that it otherwise accepts.

Section 8 Termination for Default, etc.

8.1 Meaning of insolvency

For the purposes of these Conditions:

- 8.1.1 a company becomes Insolvent:
 - 8.1.1.1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 8.1.1.2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 8.1.1.3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 8.1.1.4 on the making of a winding-up order under Part IV or V of that Act.
- 8.1.2 a partnership becomes Insolvent:
 - 8.1.2.1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 8.1.2.2 when sequestration is awarded on the estate of the partnership under section 22 of the Bankruptcy (Scotland) Act 2016 or the partnership grants a trust deed for its creditors.
- 8.1.3 an individual becomes Insolvent:
 - 8.1.3.1 on the making of a bankruptcy order against them under Part IX of the Insolvency Act 1986; or
 - 8.1.3.2 on the sequestration of their estate under the Bankruptcy (Scotland) Act 2016 or when they grant a trust deed for their creditors.
- 8.1.4 a person also becomes Insolvent if:
 - 8.1.4.1 it enters into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);
 - 8.1.4.2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1;
 - 8.1.4.3 (in the case of a company) a moratorium pursuant to Part A1 of the Insolvency Act 1986 comes into force with respect to it; or
 - 8.1.4.4 (in the case of a company) an order is made sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

8.2 Notices under section 8

- 8.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 8.2.2 Such termination shall take effect on receipt of the relevant notice.
- 8.2.3 Each notice referred to in this section, except for the notices referred to in clause 8.12, shall:

8.2.3.1 be delivered by hand or sent by Signed For 1st class or Special Delivery Guaranteed post (or any method of posting as has replaced either method and is then current) and, where sent by post in that manner, shall be deemed to have been received on the second Business Day after the date of posting; or

8.2.3.2 (where clause 8.2.3.2 is stated in the Contract Particulars (item 18) to apply) be sent by email to the recipient's email address stated in the Contract Particulars against clause 8.2.3.2, or to such other email address as the recipient may from time to time notify to the sender (provided that such notification states that it is a notice of change under this clause 8.2.3.2), and shall be deemed to have been received on the next Business Day after the day on which it was sent.

8.3 Other rights, reinstatement

8.3.1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.

8.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such terms as the Parties agree.

8.4 Default by Contractor

8.4.1 If the Contractor:

8.4.1.1 fails to comply with the CDM Regulations or (as applicable) Part 2A of the Building Regulations; or

8.4.1.2 without reasonable cause fails in such a manner to comply with its obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,

the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).

8.4.2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

8.4.3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

8.5 Insolvency of Contractor

8.5.1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.

8.5.2 The Contractor shall immediately notify the Employer if it makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.

8.5.3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:

8.5.3.1 clause 8.10 shall apply as if such notice had been given;

8.5.3.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and

8.5.3.3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

8.6 Corruption and regulation 73(1)(b) of the PC Regulations

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

8.7 Default by Employer

8.7.1 If the Employer:

- 8.7.1.1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.6 and/or any VAT properly chargeable on that amount; or
- 8.7.1.2 without reasonable cause fails in such a manner to comply with its obligations under this Contract that the ability of the Contractor to comply with its obligations under this Contract is materially prejudiced; or
- 8.7.1.3 interferes with or obstructs the issue of any certificate; or
- 8.7.1.4 fails to comply with the CDM Regulations or (as applicable) Part 2A of the Building Regulations,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

- 8.7.2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8.7.1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.
- 8.7.3 If the Contractor for any reason does not give the further notice referred to in clause 8.7.2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

8.8 Insolvency of Employer

- 8.8.1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
- 8.8.2 the Employer shall immediately notify the Contractor if it makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1;
- 8.8.3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

8.9 Termination by Employer – regulation 73(1)(a) of the PC Regulations

Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) of the PC Regulations apply.

8.10 Consequences of termination under clauses 8.4 to 8.6

If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6:

- 8.10.1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders, or may do so itself;
- 8.10.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to it under clause 8.10.5 and the Employer need not pay any sum that has already become due either:

- 8.10.2.1 insofar as the Employer has given or gives a notice under clause 4.6.5; or
- 8.10.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8.1.1 to 8.1.3;
- 8.10.3 the Contract Administrator shall within 13 weeks of the date of termination prepare and send to the Contractor a valuation which shall set out the amounts referred to in clause 8.10.5;
- 8.10.4 the due date for the Termination Payment under clause 8.10.5 shall be the last date for issue of the Contract Administrator's valuation under clause 8.10.3;
- 8.10.5 the amount due on termination shall be calculated in accordance with the following amounts:
 - 8.10.5.1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and
 - 8.10.5.2 the amount of any direct loss and/or damage caused to the Employer by the termination,and if the amount of direct loss and/or damage referred to in clause 8.10.5.2 exceeds the amount referred to in clause 8.10.5.1, the difference shall be an amount payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor (the 'Termination Payment').

8.11 Consequences of termination under clauses 8.7 to 8.9

Where the Contractor's employment is terminated under clause 8.7, 8.8 or 8.9:

- 8.11.1 the Contractor shall within 13 weeks of the date of termination provide the Employer with all documents necessary for calculating the amounts referred to in clause 8.11.3. Not later than 13 weeks after receipt of those documents, the Employer shall prepare and send to the Contractor an account which shall set out the amounts referred to in clause 8.11.3;
- 8.11.2 the due date for the Termination Payment under clause 8.11.3 shall be the last date for issue of the Employer's account under clause 8.11.1;
- 8.11.3 the amount due on termination from the Employer to the Contractor or (if a negative amount) from the Contractor to the Employer shall be the aggregate of:
 - 8.11.3.1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and
 - 8.11.3.2 only where the Contractor's employment is terminated under clause 8.7 or 8.8, the amount of any direct loss and/or damage caused to the Contractor by the termination (the 'Termination Payment').

8.12 Termination Payment – final date, notices and amount

- 8.12.1 Subject to clause 8.12.5, the final date for payment of the Termination Payment shall be 14 days from its due date, as fixed in accordance with clause 8.10.4 or 8.11.2.
- 8.12.2 Not later than 5 days after the relevant due date the Employer shall give a termination payment notice to the Contractor, which shall state the sum that it considers to be or have been due at the due date, calculated in accordance with clause 8.10.5 or 8.11.3, and the Termination Payment shall be the difference or amount referred to in clause 8.10.5 or 8.11.3, which shall be shown in the termination payment notice as a balance due to the Contractor from the Employer or vice versa. Such notice shall state the basis on which that amount has been calculated.
- 8.12.3 If the Party by which the Termination Payment is stated to be payable ('the payer') intends to pay less than the stated balance, it shall not later than 5 days before the final date for payment give the other Party notice of that intention specifying the sum it considers to be due to the other Party at the date the notice is given and the basis on which that sum has been calculated and where given by the Employer, the provisions of clause 4.6.8 shall correspondingly apply.

- 8.12.4 Where a notice is given under clause 8.12.3, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.
- 8.12.5 If a termination payment notice is not given by the Employer in accordance with clause 8.12.2:
- 8.12.5.1 the Contractor may at any time after the 5 day period referred to in clause 8.12.2 give a termination payment notice to the Employer, stating the sum that the Contractor considers to have become due under clause 8.10.5 or 8.11.3 at the due date and the basis on which that sum has been calculated and, subject to any notice given under clause 8.12.5.3, the Termination Payment shall be the sum stated as due in the Contractor's termination payment notice;
 - 8.12.5.2 if the Contractor gives a termination payment notice under clause 8.12.5.1, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after expiry of the 5 day period referred to in clause 8.12.2 that the Contractor's termination payment notice is given;
 - 8.12.5.3 following the Contractor's termination payment notice the Employer may not later than 5 days before the final date for payment give a notice in accordance with clause 8.12.3 and, if it gives such notice, the provisions of clause 8.12.4 shall correspondingly apply.
- 8.12.6 If the payer fails to pay the Termination Payment, or any part of it, by the final date for its payment, the payer shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Acceptance of a payment of any such interest shall not in any circumstances be construed as a waiver of any right to proper payment of the principal amount due. Any such unpaid amount and any interest under this clause 8.12.6 shall be recoverable as a debt.
- 8.12.7 In relation to the requirements in this clause 8.12 for the giving of termination payment notices by the Employer, and notices under clause 8.12.3, it is immaterial that the amount then considered to be due may be zero.

Section 9 Settlement of Disputes

9.1 Notification and negotiation of disputes

With a view to avoidance or early resolution of disputes or differences (subject to Article 7), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (item 19) (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

9.2 Mediation

Subject to Article 7, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[24]

9.3 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 19).

9.4 Arbitration – Conduct of arbitration

Any arbitration pursuant to Article 8 shall be conducted in accordance with the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in clause 9.5 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2024 edition of CIMAR.^[25]

9.5 Notice of reference to arbitration

9.5.1 Where pursuant to Article 8 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person selected in accordance with the Contract Particulars (item 19).

9.5.2 Where two or more related arbitral proceedings in respect of any Orders or work under this Contract fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.

9.5.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 8 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

9.6 Powers of Arbitrator

Subject to the provisions of Article 8 the Arbitrator shall, without prejudice to the generality of their powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in their opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to them in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

[24] See the Measured Term Contract Guide.

[25] Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

9.7 Effect of award

Subject to clause 9.8 the award of the Arbitrator shall be final and binding on the Parties.

9.8 Appeal – questions of law

The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):

9.8.1 apply to the courts to determine any question of law arising in the course of the reference;
and

9.8.2 appeal to the courts on any question of law arising out of an award made in an arbitration under this arbitration agreement.

9.9 Arbitration Act 1996

The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 1 Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 3 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 4 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 5 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Health and safety

1

- 1.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 1.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 1.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 1.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 1.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

2

- 2.1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
- 2.2 The Contractor shall provide details of its proposed changes, identifying them as suggested under this Supplemental Provision 2, together with its assessment of the benefit it believes the Employer may obtain, expressed in financial terms, and a quotation.
- 2.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
- 2.4 Original proposals by the Contractor under this Supplemental Provision 2 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after the Contract Period.

Performance Indicators and monitoring

3

- 3.1 The Employer shall monitor and assess the Contractor's performance by reference to any

performance indicators stated or identified in the Contract Documents.

- 3.2 The Contractor shall provide to the Employer all information that the Employer may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 3.3 Where the Employer considers that a target for any of those performance indicators may not be met, it may inform the Contractor and the Contractor shall submit its proposals for improving its performance against that target to the Employer.

Transparency

- 4 Where the Employer is a Local or Public Authority or other body to which the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:
- 4.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 4.2 the Employer shall promptly inform the Contractor of any request for disclosure that it receives in relation to this Contract.

The Public Contracts Regulations 2015

- 5 Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[26]:
- 5.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 5.2 the Contractor shall include in any sub-contract it enters into provisions requiring the sub-contractor:
- 5.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 5.2.2 to include in any sub-subcontract the sub-contractor in turn enters into provisions to the same effect as required under paragraph 5.2.1 of Supplemental Provision 5;
- 5.3
- 5.3.1 the Contractor shall include in any sub-contract it enters into provisions that shall entitle the Contractor to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 5.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

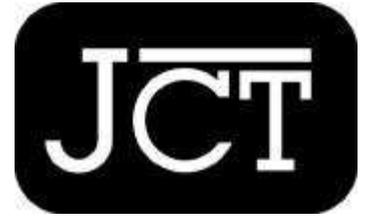
[26] An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 5.



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MTC 2024

Measured Term Contract 2024

2024

MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

- by Employers which have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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Agreement

This Agreement

is made the _____ 20 _____

Between

The Employer

[_____] The North Yorkshire Council

(Company No. [_____])^[1]

of/~~whose registered office is at~~ County Hall, Northallerton, DL7 8AD

[_____]

And

The Contractor

[_____] KINGFISHER UPVC WINDOWS & DOORS LIMITED

Place of incorporation: England and Wales

(Company No. [_____] 02538690)^[1]

of/~~whose registered office is at~~ Unit T, Leeds, LS27 7JZ

[_____]

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

First

the Employer requires maintenance and minor works to be carried out in:

[] [Refer to the tender documentation](#) ('the Contract Area') in accordance with 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 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 Statutory Requirements, a copy of which is annexed;

Fifth

whether any of Supplemental Provisions 1 to 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 North Yorkshire Council

of

[]County Hall, Racecourse Lane, Northallerton, DL7 8AD

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.

Article 5 CDM Regulations – Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

~~the Principal Designer is the Contract Administrator~~

~~(or)^[2] []~~

~~of~~

~~[]~~

~~[2] — Insert the name of the Principal Designer if the Contract Administrator is not to fulfil the role and that of the Principal Contractor if it is to be a person other than the Contractor. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, and (where applicable) Part 2A of the Building Regulations there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations which treat the Contractor's sub-contractors as separate contractors. As to these statutory appointments generally, see the Measured Term Contract Guide.~~

~~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)^[2] []~~

~~of~~

~~[]~~

~~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 6 Building Regulations – Principal Designer and Principal Contractor

For the purposes of the Building Regulations (where applicable):

~~the Principal Designer is the Contract Administrator~~

~~(or)^[2] []~~

~~of~~

~~[]~~

~~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)^[2] []~~

~~of~~

~~[]~~

~~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

Where Article 8 applies^[3], then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.4 to 9.9 and the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#). The exceptions to this Article 8 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

[3] **+++Now footnote [2]+++** If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 8 and clauses 9.4 to 9.9 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.7).

Article 9 **Legal proceedings^[3]**

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

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:

 Refer to the tender documentation

1.2 Description of the types of work for which Orders may be issued:^[4]

 Composite External Door Installations / Full Window UPVC Replacements

The Authority requires a contractor to carry out full window and door replacement(s) to its social housing property base, including domestic residential and independent living schemes (flats, communal areas).

Service 1: composite external door installations / full UPVC replacements supply and fit and/or supply only.

The service will need to initially cover the areas of Selby and Richmondshire with the option to extend to Harrogate during the term of the contract and other localities and service requirements as dictated.

2 Supplemental Provisions^[5] (Fifth Recital and Schedule 1)

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

Supplemental Provision 1: Health and safety

~~* applies/does not apply~~

* applies

Supplemental Provision 2: Cost savings and value improvements

~~* applies/does not apply~~

* applies

Supplemental Provision 3: Performance Indicators and monitoring

~~* applies/does not apply~~

* applies

3 Contract Period^[6] (Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be year(s)/months 2 years

[4] **+++Now footnote [3]+++** Where the National Schedule of Rates is to apply (see items 13.1 and 13.2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 13.2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

[5] **+++Now footnote [4]+++** Supplemental Provision 4 (Transparency) applies only where the Employer is a Local or Public Authority or other body to which the Freedom of Information Act 2000 applies; Supplemental Provision 5 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

[6] **+++Now footnote [5]+++** The period is envisaged as normally being at least one year.

commencing on []1st March 2026

completing on 29th February 2028

with the option to extend for a further 12 months, commencing 1st March 2028 and completing 28th February 2029

plus a further option to extend for an additional 12 months, commencing 1st March 2029 and completing 28th February 2030

4 Arbitration
(Article 8)

(If neither entry is deleted, Article 8 and clauses 9.4 to 9.9 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and clauses 9.4 to 9.9 apply.)^[7]

Article 8 and clauses 9.4 to 9.9 (*Arbitration*)
* apply/~~do not apply~~

5 BIM Protocol
(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

[]Not applicable

6 Service 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

[]County Hall, Racecourse Lane, Northallerton, DL7 8AD

Contractor

[REDACTED]

The respective email addresses for the Parties are

Employer's email

[]To be advised

Contractor's email

[]To be advised

or, subject to clause 1.6.2, such other email address as each Party may notify to the other from time to time

7 Orders – minimum and maximum value
(Clause 2.4)

Minimum value of any one Order to be issued

£[]1.00 (words []One Pound and Zero Pence)

[7] **+++Now footnote [6]+++** On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3] **+++ now footnote [2] +++**.

Maximum value of any one Order to be issued

£[]100,000.00 (words []One Hundred Thousand Pounds and Zero Pence)

8 Orders – value of work to be carried out
(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

* £[] (words []) per annum

* £[]9,800,000 (words []Nine Million, Eight Hundred Thousand Pounds and Zero Pence) for the Contract Period

9 Orders – priority coding^[8]
(Clause 2.6)

[]Refer to the 'Invitation to Tender' documents

10 Construction Industry Scheme (CIS)
(Clause 4.2)

The Employer at the commencement of the Contract Period

* is a 'contractor'
~~* is not a 'contractor'~~

for the purposes of the CIS

11 Payments
(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for
(If none is stated, it is £2,500.)

£[]500

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

The Valuation Date in each month is the

[] day of the month. The valuation date shall be as designated by the Employer on a once-per-month calendar cycle

12 Responsibility for measurement and valuation
(Clause 5.2)

(Unless one of the three options below is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.)

~~* The Contract Administrator shall measure and value all Orders~~
~~* The Contract Administrator shall measure and value each Order with an estimated value of~~

£[]
or more; the Contractor shall measure and value all other Orders

* The Contractor shall measure and value all Orders

[8] **+++Now footnote [7]+++** To be completed if the Employer requires; as an example the code might be:
'A': response time to be 4 hours;
'B': to be commenced within 2 days;
'C': to be commenced within 14 days;
'D': to be commenced as agreed.

13 Schedule of Rates

(Clauses 5.3, 5.6.1 and 5.6.2)

13.1 The Schedule of Rates is

~~* the National Schedule of Rates~~

~~* []~~

* Refer to Appendix C - Schedule of Rates
(identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by

* the addition

~~* the deduction~~

of the Adjustment Percentage, which is

* [] Not required per cent

~~* as set out in the following document []~~

~~{13.2} Where the Schedule of Rates is the National Schedule of Rates the version(s) identified below are to apply^[9].~~

~~* National Schedule of Rates (Building Works)~~

~~* National Schedule of Rates (Access and Adaptations)~~

~~* National Schedule of Rates (Electrical Services)~~

~~* National Schedule of Rates (Mechanical Services)~~

~~* National Schedule of Rates (Painting and Decorating)~~

~~* National Schedule of Rates (Highways Maintenance)~~

~~* National Schedule of Rates (Housing Maintenance)~~

~~* National Schedule of Rates (Retrofit Works)~~

13.2 Not applicable

13.3 Rates – Fluctuations

Clause 5.6.1

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

* applies

~~* does not apply~~

13.4 Basis and dates of revision

(Not applicable where the National Schedule of Rates applies)

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

(If no basis is identified the rates remain fixed for all Orders.)

* is as follows

Refer to Appendix E - Fluctuations

~~* is set out in the following document~~

~~[]~~

Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be

[9] — Delete all versions that do not apply. See also footnote [4].

revised are
(If no other date(s) are specified here or in the document setting out the basis for revision,
the date shall be 1 August in each year.)

[] As stated above

14 Daywork

(Clauses 5.4, 5.6.3 and 5.6.4)

14.1 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~~ Not required

[] per cent

~~Overheads and profit on Plant, Services and Consumable Stores~~

[] per cent

~~Overheads and profit on Sub-Contractors~~

[] per cent

14.2 Revision of Schedule of Hourly Charges

Clause 5.6.3

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

~~*~~ applies

* does not apply

~~(Where clause 5.6.3 applies) the annual revision date (if other than 1 August) is~~

[]

~~(Where clause 5.6.3 applies) the basis of revision of hourly charges, if not set out in the Schedule of Hourly Charges^[10]~~

~~*~~ is as follows

~~*~~ is set out in the following document

[]

15 Overtime work

(Clause 5.7)

~~The percentage addition in respect of overheads and profit on non-productive overtime rates is (Not applicable where an inclusive rate for such overtime. An all-in non-productive overtime rate is included in the Schedule of Hourly Charges.)~~

[] per cent

16 Insurance

(Clauses 6.4.1, 6.7, 6.8, 6.9 and 6.12)

16.1 Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£ [] 10,000,000

for any one occurrence or series of occurrences arising out of one event

16.2 Percentage to cover professional fees

[10] — If clause 5.6.3 applies but the basis of revision is not set out in the Schedule of Hourly Charges or identified, clause 5.6.5 will apply.

(If no other percentage is stated, it shall be 15 per cent.)

 15 per cent

16.3 Insurance of existing structures – clause 6.7.1^[11]
(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).)

* applies

~~* is replaced by the provisions of the following document(s)~~

~~(the 'Clause 6.7.1 Replacement Schedule')~~

16.4 Insurance of work or supply comprised in Orders – clause 6.8
(If neither entry is deleted, the clause does not apply.)

* applies

~~* does not apply~~

16.5 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)

 To be advised

16.6 Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Re Cover is required.)

are set out in the following document(s)

 Not required

17 Break Provisions – Employer or Contractor
(Clause 7.1)

The period of notice, if less than 13 weeks, is

 13 weeks

18 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/does not apply~~

* ~~does not apply~~
~~Employer's email~~

~~Contractor's email~~

19 Settlement of Disputes
(Clauses 9.1, 9.3, 9.4 and 9.5.1)

[11] **+++Now footnote [8]+++** As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer which is not familiar with clause 6.7 and the alternative solutions under clause 6.7.1 – in particular, any Employer which is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer which is a tenant should also consult its insuring landlord prior to that stage.

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee

 ~~To be advised~~

Contractor's nominee

 ~~To be advised~~

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

Adjudication^[12]

The Adjudicator is ~~to be provided by the nominating body~~

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is
(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If a body has not been selected from those listed below or another body chosen and inserted, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~constructionadjudicators.com^[13]~~
- * ~~Chartered Institute of Arbitrators~~
- *

Arbitration^[14]

Appointor of Arbitrator (and of any replacement) – the appointor is
(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If no body is selected from those listed below or another body chosen and inserted, the appointor shall be the President or a Vice-President of the body listed below selected by the Party serving the first notice of arbitration under clause 9.5. For any subsequently served notice of arbitration from any Party under clause 9.5, the appointor shall be the President or a Vice-President of the same body that was selected for the first notice of arbitration.)

- President or a Vice-President:
- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~Chartered Institute of Arbitrators~~
- *

[12] **+++Now footnote [9]+++** The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body.
The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[13] ~~constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.~~

[14] **+++Now footnote [10]+++** This only applies where the Contract Particulars (item 4) state that Article 8 and clauses 9.4 to 9.9 (*Arbitration*) apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or its authorised representative should sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on its behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Electronic execution

In 2019, the Law Commission published a report on "Electronic execution of documents" to assist in clarifying the legal status of electronic signatures. It reached the general conclusion that: "An electronic signature is capable in law of being used to validly execute a document (including a deed) provided that (i) the person signing the document intends to authenticate the document and (ii) any formalities relating to execution of that document are satisfied."^[15] The practice of electronic execution has been growing in recent years and JCT understands that this is now commonplace. E-signature platforms are understood to be widely available, but JCT does not endorse any particular software company.

[15] **+++Now footnote [11]+++** See Statement of Law paragraph (1) at page 2 of the report. The full text of the report is available at www.lawcom.gov.uk/project/electronic-execution-of-documents.

Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

witness' signature

witness's name

witness's address

Signed by or on behalf of
the Contractor

in the presence of:

witness' signature

witness's name

witness's address

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A)** through signature by a Director and the Company Secretary or by two Directors;
 - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C)** signature by a single Director in the presence of a witness who attests the signature.

Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out their name and address.
- 6 Where the Employer or Contractor is an individual, they should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

Executed as a Deed by the Employer

namely ¹ The North Yorkshire Council

~~(A) acting by a Director and the Company Secretary/two Directors of the company~~²⁻³

(Print name of signatory)

Signature _____ *Director*

and

(Print name of signatory)

Signature _____ *Company Secretary/Director*

(B) by affixing hereto the common seal **of the company/other body corporate**^{2,4}

in the presence of

Signature _____ *Director*

Signature _____ *Company*
Secretary/Director/Authorised Signatory

[Common seal of company]

~~(C) by attested signature of a single Director of the company~~^{2,5}

Signature _____ *Director*

in the presence of

Witness' signature _____ *(Print name)* _____

Witness's address _____

~~(D) by attested signature of the individual~~⁶

Signature

in the presence of

Witness' signature _____ *(Print name)* _____

Witness's address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

Adjudicator: an individual appointed under **clause 9.3** as the Adjudicator.

Adjustment Percentage: the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the **Contract Particulars (item 13.1)** (which shall not apply to any valuation of an Order or a part of it as daywork).

Agreement: the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

All Risks Insurance: see **clause 6.6**.

Arbitrator: an individual appointed under **clause 9.5** as the Arbitrator.

Article: an article in the **Agreement**.

BIM Protocol: (where applicable) the document identified as such in the **Contract Particulars (item 5)**.

Building Regulations: the Building Regulations 2010.

Business Day: any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Clause 6.7.1 Replacement Schedule: (where applicable) the insurance schedule and/or other documents identified as such in the **Contract Particulars (item 16.3)**.

Conditions: the clauses set out in sections 1 to 9 of these Conditions, together with and including Schedule 1 hereto.

Construction Industry Scheme (or 'CIS'): the current scheme under the Finance Act 2004.

Construction Phase Plan: the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

Contract Administrator: the person named in **Article 4** or any successor nominated or otherwise agreed under **clause 3.10**.

Contract Area: see the **First Recital**.

Contract Documents: the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.

Contract Particulars: the particulars in the **Agreement** and there described as such, as completed by the Parties.

Contract Period: subject to **clause 7.1**, the period stated in the **Contract Particulars (item 3)**.

Contractor: the person named as Contractor in the **Agreement**.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or

engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

Employer: the person named as Employer in the **Agreement**.

Employer's Persons: all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Provider.

Excepted Risks: see **clause 6.6**.

Insolvent: see **clause 8.1**.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

Joint Names Policy: see **clause 6.6**.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

National Schedule of Rates: the National Schedule of Rates (Building Works) and/or such alternative version of the [National Schedule of Rates](#) (published by NSR Management Ltd) identified in the **Contract Particulars (item 13.2)**.

Order: the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.

Order Completion Date: see **clause 2.11**.

Parties: the Employer and the Contractor together.

Party: either the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Principal Contractor: the Contractor or such other contractor as is either named in **Article 5** or **Article 6** or appointed by the Employer in relation to any Order.

Principal Designer: the Contract Administrator or such other person as is either named in **Article 5** or **Article 6** or appointed by the Employer in relation to any Order.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.^[16]

Recitals: the recitals in the **Agreement**.

Schedule of Hourly Charges: see **clause 5.4.1**.

Schedule of Rates: the schedule of rates identified in the **Contract Particulars (item 13)**, together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Site: the building(s) and/or land within the Contract Area to which an Order relates.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.

Specified Perils: see **clause 6.6**.

Statutory Provider: any person executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by such person upon or in connection with that work.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any

[16] **+++Now footnote [12]+++** Amend as necessary if different Public Holidays are applicable.

statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any person which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.

Termination Payment: a payment to which **clauses 8.10.5, 8.11.3 and 8.12** refer.

Terrorism Cover: see **clause 6.6**.

Valuation Date: each date as specified by the **Contract Particulars (item 11)**.

Variation: see **clause 5.1**.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6.7.2 or 6.8.

1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
- 1.3.6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

1.5 Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person which is not a party to it.

1.6 Notices and other communications

- 1.6.1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means and shall be duly given or served if:
 - 1.6.2.1 delivered by hand or sent by pre-paid post to the recipient's address stated in the Contract Particulars (item 6), or to such other address as the recipient may from time to time notify to the sender, or if no such address is then current, the recipient's last known principal business address or (where a body corporate) its

registered or principal office; or

- 1.6.2.2 sent by email to the recipient's email address stated in the Contract Particulars (item 6), or to such other email address as the recipient may from time to time notify to the sender.

1.7 **Applicable law**

This Contract shall be governed by and construed in accordance with the law of England.^[17]

[17] **+++Now footnote [13]+++** Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

2.1 Contractor's obligations

- 2.1.1 On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.
- 2.1.2 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance and sustainability in the carrying out of the Order or of the completed Order and a reduction in environmental impact, provided that no such instruction shall impose on the Contractor obligations in relation to design under this Contract.

2.2 Materials, goods and workmanship

- 2.2.1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.
- 2.2.2 The Contractor shall provide to the Employer all information that the Employer reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.
- 2.2.3 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to the Contract Administrator's reasonable satisfaction.
- 2.2.4 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.
- 2.2.5 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:
 - 2.2.5.1 provide all the labour, materials and goods necessary;
 - 2.2.5.2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of its operatives and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;
 - 2.2.5.3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme \(CSCS\)](#) or qualified under an equivalent recognised qualification scheme.

2.3 Rights of Employer

- 2.3.1 The Employer reserves the right:
 - 2.3.1.1 to place orders for similar work with other contractors or its own labour within the Contract Area;
 - 2.3.1.2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.
- 2.3.2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an

Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.

- 2.3.3 The Contractor shall give a receipt for any materials or goods handed over to it by the Contract Administrator and shall obtain a receipt for any returned.
- 2.3.4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for it by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which such plant and equipment is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
- 2.3.5 The Employer shall notify the Contractor of the then current value of any materials or goods or usage of plant supplied under this clause 2.3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.
- 2.3.6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2.3.6.

2.4 Size and duration of Orders

Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 7) and shall be reasonably capable of being carried out within the Contract Period.

2.5 Value of work to be carried out under this Contract

With regard to the anticipated value of work as stated in the Contract Particulars (item 8), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

2.6 Orders – completion

Unless covered by a priority coding referred to in the Contract Particulars (item 9), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2.10.2, the Contractor shall complete each Order by that completion date.

2.7 Programme

Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in its request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

2.8 Divergences from Statutory Requirements

- 2.8.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, it shall immediately give to the Contract Administrator a notice specifying the divergence.
- 2.8.2 Provided the Contractor is not in breach of clause 2.8.1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

2.9 Fees or charges

The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for

payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

2.10 Extension of time

- 2.10.1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for completion of such Order but shall constantly use its best endeavours to carry out each Order by the stated date.
- 2.10.2 If the Contractor is unable to complete an Order by the date stated for completion of such Order, due to a suspension by the Contractor of the performance of its obligations under this Contract pursuant to clause 4.7 or for reasons beyond its control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2.4, the Contractor shall not be relieved of its obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

2.11 Order Completion Date

- 2.11.1 The Contractor shall notify the Contract Administrator of the date when in its opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2.11.2 If the Contract Administrator dissents, then, as soon as it is satisfied that the Order has been duly completed and/or supplied, it shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

2.12 Defects

Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

3.2 Sub-contracting

The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Short Form of Sub-Contract.

3.3 Contractor's representative

The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to it by the Contract Administrator shall be deemed to have been issued to the Contractor.

3.4 Access to the Site

3.4.1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator and the Contract Administrator, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.

3.4.2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3.4.1, it shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

3.4.3 To the extent that clauses 3.4.1 and 3.4.2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

3.5 Variations

3.5.1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.

3.5.2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3.5.1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.

3.5.3 No Variation required by the Contract Administrator or subsequently sanctioned by it shall invalidate the Order or vitiate this Contract.

3.5.4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4.3 (progress payments) and in the valuation of it for the purposes of clause 4.4 or 4.5 (final payment).

3.6 Cancellation of an Order

3.6.1 The Contract Administrator may cancel any Order.

3.6.2 On the cancellation of an Order:

- 3.6.2.1 the Contract Administrator shall value and certify, in accordance with clause 4.4, for payment by the Employer under that clause, any work or supply which in its opinion has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and
- 3.6.2.2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

3.7 Exclusion from the Site

The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

3.8 Non-compliance with instructions

If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or 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 as a debt.

3.9 CDM Regulations and Part 2A of the Building Regulations

Without limiting either Party's statutory and regulatory duties and responsibilities, each Party undertakes to the other that in relation to each Order and Site it will duly comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations^[18], and in particular but without limitation:

- 3.9.1 the Employer shall in each case ensure that the Principal Designer carries out its duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out its duties under those regulations;
- 3.9.2 the Contractor shall comply with:^[19]
 - 3.9.2.1 regulations 8 and 15 of the CDM Regulations and, where it is the Principal Contractor for the purposes of the CDM Regulations, with regulations 12 to 14 of those regulations; and
 - 3.9.2.2 regulations 11F, 11J and 11L of the Building Regulations and, where it is the Principal Contractor for the purposes of the Building Regulations, with regulation 11N of those regulations;
- 3.9.3 if the Employer appoints any other person as a Principal Designer or Principal Contractor in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

3.10 Replacement of Contract Administrator

If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[18] **+++Now footnote [14]+++** Part 2A of the Building Regulations, introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022, sets out a framework of safety duties and competence requirements for those persons involved in the procurement, design and undertaking of building work to which building regulations apply (including higher-risk building work for which additional duties apply).
If any project involves higher-risk building work, see the Measured Term Contract Guide.

[19] **+++Now footnote [15]+++** Under the CDM Regulations and the Building Regulations, where the Employer is a domestic client (as defined in regulation 2(1) in both sets of regulations), the Principal Contractor may also be responsible for carrying out certain of the client's duties.

Section 4 Payment

4.1 VAT

Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

4.2 Construction Industry Scheme (CIS)

Where it is stated in the Contract Particulars (item 10) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', its obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Progress payments

4.3.1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):

4.3.1.1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 11); and/or

4.3.1.2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount the Contractor considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.

4.3.2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.

4.3.3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that it considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

4.4 Final payment where Contract Administrator measures and values Orders

Where the Contract Administrator is to value an Order pursuant to clause 5.2:

4.4.1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;

4.4.2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that it considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of such Order under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;

4.4.3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that it considers will or has become due to it in respect of the Order and the basis on which that sum has been calculated.

4.5 Final payment where Contractor measures and values Orders

Where the Contractor is to value an Order pursuant to clause 5.2:

- 4.5.1 the Contractor shall following the Order Completion Date make an application to the Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to it on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 4.5.2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that it considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
- 4.5.3 if the Contractor fails to make an application in accordance with clause 4.5.1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
- 4.5.4 if the Contractor fails to make an application within the period of notice given under clause 4.5.3:
 - 4.5.4.1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 4.5.4.2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 4.5.4.3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4.5.2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
- 4.5.5 if clause 4.5.4 applies but the Contract Administrator fails to issue a certificate as required by clause 4.5.4.3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4.5.4.3 make an application giving the details required by clause 4.5.1.

4.6 Payments – final date and amount

- 4.6.1 Subject to clause 4.6.4, the final date for payment of each payment under clauses 4.3 to 4.5 shall be 14 days from its due date.
- 4.6.2 Subject to any notice given by the Employer under clause 4.6.5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
- 4.6.3 If a certificate is not issued in accordance with clause 4.3.3, 4.4.2, 4.5.2 or 4.5.4, the Employer shall, subject to any notice given under clause 4.6.5, pay the Contractor the sum stated as due in the application.
- 4.6.4 Where an application is made by the Contractor in the circumstances mentioned in clause 4.4.3 or 4.5.5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4.4.2 or 4.5.4.3 that the application is made but notice by the Employer under clause 4.6.5 may not be given prior to the application being made.
- 4.6.5 Where the Employer intends to pay less than the sum stated as due from it in the certificate or application, it shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum it considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 4.6.6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by the final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that

amount at the Interest Rate for the period from the final date for payment until payment is made.

- 4.6.7 Any such unpaid amount and any interest under clause 4.6.6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4.7 or to terminate its employment under section 8.
- 4.6.8 A notice to be given by the Employer under clause 4.6.5 may be given on its behalf by the Contract Administrator or by any other person which the Employer notifies the Contractor as being authorised to do so.
- 4.6.9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

4.7 Contractor's right of suspension

- 4.7.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of its intention to suspend the performance of its obligations under this Contract and the grounds for such suspension, the Contractor, without affecting its other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.7.2 Where the Contractor exercises its right of suspension under clause 4.7.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising the right.
- 4.7.3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with its application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

5.1 Definition of Variations

The term 'Variation' means:

- 5.1.1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
- 5.1.2 any other addition to, omission from or alteration of any Order; or
- 5.1.3 the removal of any inconsistencies in or between any documents included in an Order.

5.2 Measurement and Valuation – responsibility

Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by the Contract Administrator) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 12).

5.3 Valuation – measurement

- 5.3.1 Subject to clauses 2.3.5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
- 5.3.2 Where the Contract Administrator is to undertake measurement of an Order, it shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

5.4 Valuation – daywork

- 5.4.1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[20].
- 5.4.2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which it considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the operatives' names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

5.5 Derived rates

- 5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
- 5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom,

[20] **+++Now footnote [16]+++** In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

the value shall be agreed between the Parties, failing which it shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.

5.6 Rates – Fluctuations

- 5.6.1 Unless it is stated in the Contract Particulars (item 13.3) that this clause 5.6.1 does not apply:
- 5.6.1.1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
- 5.6.1.2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 13.4).
- 5.6.2 If it is stated in the Contract Particulars that clause 5.6.1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5.6.1.2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
- 5.6.3 Unless it is stated in the Contract Particulars (item 14.2) that this clause 5.6.3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5.6.5.
- 5.6.4 Whether or not clause 5.6.3 applies, any all-in hourly rate deduced or fixed under clause 5.5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
- 5.6.5 In the absence of any express basis for revision where clause 5.6.3 applies or in the case of revision under clause 5.6.4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

5.7 Overtime work

- 5.7.1 For the purposes of this clause 5.7:
- 5.7.1.1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
- 5.7.1.2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
- 5.7.2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 15).
- 5.7.3 No payment shall be due under clause 5.7.2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5.7.2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

5.8 Interruption of work – unproductive costs

If, while carrying out the work comprised in any Order, the Contractor is required by the Contract Administrator during normal working hours (as referred to in clause 5.7.1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

6.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Provider.

6.2 Contractor's liability – loss, injury or damage to property

Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3 Loss or damage to existing structures or their contents

6.3.1 Where clause 6.7.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7 that is caused by any of the risks or perils required or agreed to be insured against under that clause.

6.3.2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3.3 Where a Clause 6.7.1 Replacement Schedule applies in lieu of clause 6.7.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.

6.3.4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

6.4 Contractor's insurance of its liability

6.4.1 Without limiting or affecting its indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

6.4.1.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

6.4.1.2 for all other claims to which clause 6.4.1 applies^[21], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 16.1).^[22]

6.4.2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.11 shall apply.

[21] **+++Now footnote [17]+++** It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[22] **+++Now footnote [18]+++** The Contractor may, if it wishes, insure for a sum greater than that stated in the Contract Particulars (item 16).

6.5 Excepted Risks

Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

6.6 Related definitions

In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[23]: insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear,
 - (ii) obsolescence, or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[24];
- (c) loss or damage caused by or arising from:
 - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
 - (iii) an Excepted Risk.

Excepted Risks: the risks comprise:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or

[23] **+++Now footnote [19]+++** The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered**. As respects All Risks policies, see the Measured Term Contract Guide. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract**.

[24] **+++Now footnote [20]+++** In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7.2 or 6.8 or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

supersonic speeds; and

- (c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy: a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Pool Re Cover: such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers which are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[25]

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover: Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.13.1, to an existing structure and/or its contents) caused by or resulting from terrorism.^[25]

6.7 Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[26]

The Employer shall:

- 6.7.1 unless otherwise stated by the Contract Particulars (item 16.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by it or for which it is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 6.7.2 subject to clause 6.8 where the Contract Particulars state that that clause applies (item 16.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 16.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7 the Employer shall notify its insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

6.8 Joint Names Insurance of work or supply comprised in Orders by the Contractor

If the Contract Particulars (item 16.4) state that this clause 6.8 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6^[27] for the full reinstatement value of each and every

[25] **+++Now footnote [21]+++** As respects Terrorism Cover and the insurance requirements, see footnote [23] **+++ now footnote [19] +++** and the Measured Term Contract Guide.

[26] **+++Now footnote [22]+++** Clause 6.7 can be used in its existing printed form by those Employers able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which it is responsible.

However, the Joint Names Policy required by clause 6.7.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7.1 (item 16.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7.1 and, by means of a Clause 6.7.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

[27] **+++Now footnote [23]+++** In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the

Order (plus the percentage, if any, stated in the Contract Particulars (item 16.2) to cover professional fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

6.8.1 the end of the Contract Period or (if later) the last Order Completion Date; or

6.8.2 (if earlier) the date of termination of the Contractor's employment.

6.9 Clause 6.8 – use of Contractor's annual policy – as alternative

If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

6.9.1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6.8; and

6.9.2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6.8. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 16.5).

6.10 Notification by Contractor of occupation and use

Where clause 6.8 applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6.8 refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

6.11 Evidence of insurance

6.11.1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6.4, 6.7, 6.8 and 6.12, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

6.11.2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which it may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to it by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by it from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

6.12 Terrorism Cover – policy extensions and premiums

6.12.1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6.8 applies, or the Employer, where clause 6.7.2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 16.6), subject to clauses 6.12.4 and 6.13.

6.12.2 Where clause 6.8 applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.

6.12.3 Where clause 6.8 applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.

definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [23] **+++ now footnote [19] +++**.

- 6.12.4 Where clause 6.8 applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, the Employer may instruct the Contractor not to renew the Terrorism Cover. If it so instructs, clause 6.14.5.3 shall apply with effect from the renewal date.

6.13 Terrorism Cover – non-availability – Employer's options

- 6.13.1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 6.13.2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
- 6.13.2.1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
- 6.13.2.2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 6.13.3 Where clause 6.8 applies and the Employer gives notice under clause 6.13.2 requiring continuation of the work comprised in any Orders, 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.
- 6.13.4 If the Employer gives notice of termination under clause 6.13.2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4.6.
- 6.13.5 In the case of any Orders in respect of which notice of termination is not given under clause 6.13.2.2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6.14 and 6.15 shall as appropriate apply.

6.14 Loss or damage – insurance claims and reinstatement

- 6.14.1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 6.14.2 Subject to clauses 6.14.5.1 and 6.14.6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 6.14.3 The Contractor, for itself and its sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 6.14.4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6.15 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Order(s).
- 6.14.5 Where clause 6.8 applies:
- 6.14.5.1 unless the Employer cancels the Order affected by the loss or damage, the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the

Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.14.5.2;

- 6.14.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by it to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;
- 6.14.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.12.4 or 6.13 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.14.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage;
- 6.14.5.4 for the purposes of clause 2.10.2 (but not otherwise under these Conditions except as referred to in clause 6.14.5.3) reinstatement work shall be treated as a Variation.
- 6.14.6 Where clause 6.7.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

6.15 Loss or damage to existing structures – right of termination in respect of Orders

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:

- 6.15.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to which it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
- 6.15.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.13.4 shall apply.

Section 7 Break Provision – Rights of each Party

7.1 Break notice

Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 17)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

7.2 Existing and subsequent Orders

As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between it and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of its obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that it otherwise accepts.

Section 8 Termination for Default, etc.

8.1 Meaning of insolvency

For the purposes of these Conditions:

- 8.1.1 a company becomes Insolvent:
 - 8.1.1.1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 8.1.1.2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 8.1.1.3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 8.1.1.4 on the making of a winding-up order under Part IV or V of that Act.
- 8.1.2 a partnership becomes Insolvent:
 - 8.1.2.1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 8.1.2.2 when sequestration is awarded on the estate of the partnership under section 22 of the Bankruptcy (Scotland) Act 2016 or the partnership grants a trust deed for its creditors.
- 8.1.3 an individual becomes Insolvent:
 - 8.1.3.1 on the making of a bankruptcy order against them under Part IX of the Insolvency Act 1986; or
 - 8.1.3.2 on the sequestration of their estate under the Bankruptcy (Scotland) Act 2016 or when they grant a trust deed for their creditors.
- 8.1.4 a person also becomes Insolvent if:
 - 8.1.4.1 it enters into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);
 - 8.1.4.2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1;
 - 8.1.4.3 (in the case of a company) a moratorium pursuant to Part A1 of the Insolvency Act 1986 comes into force with respect to it; or
 - 8.1.4.4 (in the case of a company) an order is made sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

8.2 Notices under section 8

- 8.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 8.2.2 Such termination shall take effect on receipt of the relevant notice.
- 8.2.3 Each notice referred to in this section, except for the notices referred to in clause 8.12, shall:

8.2.3.1 be delivered by hand or sent by Signed For 1st class or Special Delivery Guaranteed post (or any method of posting as has replaced either method and is then current) and, where sent by post in that manner, shall be deemed to have been received on the second Business Day after the date of posting; or

8.2.3.2 (where clause 8.2.3.2 is stated in the Contract Particulars (item 18) to apply) be sent by email to the recipient's email address stated in the Contract Particulars against clause 8.2.3.2, or to such other email address as the recipient may from time to time notify to the sender (provided that such notification states that it is a notice of change under this clause 8.2.3.2), and shall be deemed to have been received on the next Business Day after the day on which it was sent.

8.3 Other rights, reinstatement

8.3.1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.

8.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such terms as the Parties agree.

8.4 Default by Contractor

8.4.1 If the Contractor:

8.4.1.1 fails to comply with the CDM Regulations or (as applicable) Part 2A of the Building Regulations; or

8.4.1.2 without reasonable cause fails in such a manner to comply with its obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,

the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).

8.4.2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

8.4.3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

8.5 Insolvency of Contractor

8.5.1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.

8.5.2 The Contractor shall immediately notify the Employer if it makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.

8.5.3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:

8.5.3.1 clause 8.10 shall apply as if such notice had been given;

8.5.3.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and

8.5.3.3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

8.6 Corruption and regulation 73(1)(b) of the PC Regulations

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

8.7 Default by Employer

8.7.1 If the Employer:

8.7.1.1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.6 and/or any VAT properly chargeable on that amount; or

8.7.1.2 without reasonable cause fails in such a manner to comply with its obligations under this Contract that the ability of the Contractor to comply with its obligations under this Contract is materially prejudiced; or

8.7.1.3 interferes with or obstructs the issue of any certificate; or

8.7.1.4 fails to comply with the CDM Regulations or (as applicable) Part 2A of the Building Regulations,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

8.7.2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8.7.1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

8.7.3 If the Contractor for any reason does not give the further notice referred to in clause 8.7.2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

8.8 Insolvency of Employer

8.8.1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;

8.8.2 the Employer shall immediately notify the Contractor if it makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1;

8.8.3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

8.9 Termination by Employer – regulation 73(1)(a) of the PC Regulations

Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) of the PC Regulations apply.

8.10 Consequences of termination under clauses 8.4 to 8.6

If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6:

8.10.1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders, or may do so itself;

8.10.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to it under clause 8.10.5 and the Employer need not pay any sum that has already become due either:

- 8.10.2.1 insofar as the Employer has given or gives a notice under clause 4.6.5; or
- 8.10.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8.1.1 to 8.1.3;
- 8.10.3 the Contract Administrator shall within 13 weeks of the date of termination prepare and send to the Contractor a valuation which shall set out the amounts referred to in clause 8.10.5;
- 8.10.4 the due date for the Termination Payment under clause 8.10.5 shall be the last date for issue of the Contract Administrator's valuation under clause 8.10.3;
- 8.10.5 the amount due on termination shall be calculated in accordance with the following amounts:
 - 8.10.5.1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and
 - 8.10.5.2 the amount of any direct loss and/or damage caused to the Employer by the termination,and if the amount of direct loss and/or damage referred to in clause 8.10.5.2 exceeds the amount referred to in clause 8.10.5.1, the difference shall be an amount payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor (the 'Termination Payment').

8.11 Consequences of termination under clauses 8.7 to 8.9

Where the Contractor's employment is terminated under clause 8.7, 8.8 or 8.9:

- 8.11.1 the Contractor shall within 13 weeks of the date of termination provide the Employer with all documents necessary for calculating the amounts referred to in clause 8.11.3. Not later than 13 weeks after receipt of those documents, the Employer shall prepare and send to the Contractor an account which shall set out the amounts referred to in clause 8.11.3;
- 8.11.2 the due date for the Termination Payment under clause 8.11.3 shall be the last date for issue of the Employer's account under clause 8.11.1;
- 8.11.3 the amount due on termination from the Employer to the Contractor or (if a negative amount) from the Contractor to the Employer shall be the aggregate of:
 - 8.11.3.1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and
 - 8.11.3.2 only where the Contractor's employment is terminated under clause 8.7 or 8.8, the amount of any direct loss and/or damage caused to the Contractor by the termination (the 'Termination Payment').

8.12 Termination Payment – final date, notices and amount

- 8.12.1 Subject to clause 8.12.5, the final date for payment of the Termination Payment shall be 14 days from its due date, as fixed in accordance with clause 8.10.4 or 8.11.2.
- 8.12.2 Not later than 5 days after the relevant due date the Employer shall give a termination payment notice to the Contractor, which shall state the sum that it considers to be or have been due at the due date, calculated in accordance with clause 8.10.5 or 8.11.3, and the Termination Payment shall be the difference or amount referred to in clause 8.10.5 or 8.11.3, which shall be shown in the termination payment notice as a balance due to the Contractor from the Employer or vice versa. Such notice shall state the basis on which that amount has been calculated.
- 8.12.3 If the Party by which the Termination Payment is stated to be payable ('the payer') intends to pay less than the stated balance, it shall not later than 5 days before the final date for payment give the other Party notice of that intention specifying the sum it considers to be due to the other Party at the date the notice is given and the basis on which that sum has been calculated and where given by the Employer, the provisions of clause 4.6.8 shall correspondingly apply.

- 8.12.4 Where a notice is given under clause 8.12.3, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.
- 8.12.5 If a termination payment notice is not given by the Employer in accordance with clause 8.12.2:
- 8.12.5.1 the Contractor may at any time after the 5 day period referred to in clause 8.12.2 give a termination payment notice to the Employer, stating the sum that the Contractor considers to have become due under clause 8.10.5 or 8.11.3 at the due date and the basis on which that sum has been calculated and, subject to any notice given under clause 8.12.5.3, the Termination Payment shall be the sum stated as due in the Contractor's termination payment notice;
- 8.12.5.2 if the Contractor gives a termination payment notice under clause 8.12.5.1, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after expiry of the 5 day period referred to in clause 8.12.2 that the Contractor's termination payment notice is given;
- 8.12.5.3 following the Contractor's termination payment notice the Employer may not later than 5 days before the final date for payment give a notice in accordance with clause 8.12.3 and, if it gives such notice, the provisions of clause 8.12.4 shall correspondingly apply.
- 8.12.6 If the payer fails to pay the Termination Payment, or any part of it, by the final date for its payment, the payer shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Acceptance of a payment of any such interest shall not in any circumstances be construed as a waiver of any right to proper payment of the principal amount due. Any such unpaid amount and any interest under this clause 8.12.6 shall be recoverable as a debt.
- 8.12.7 In relation to the requirements in this clause 8.12 for the giving of termination payment notices by the Employer, and notices under clause 8.12.3, it is immaterial that the amount then considered to be due may be zero.

Section 9 Settlement of Disputes

9.1 Notification and negotiation of disputes

With a view to avoidance or early resolution of disputes or differences (subject to Article 7), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (item 19) (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

9.2 Mediation

Subject to Article 7, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[28]

9.3 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 19).

9.4 Arbitration – Conduct of arbitration

Any arbitration pursuant to Article 8 shall be conducted in accordance with the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in clause 9.5 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2024 edition of CIMAR.^[29]

9.5 Notice of reference to arbitration

9.5.1 Where pursuant to Article 8 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person selected in accordance with the Contract Particulars (item 19).

9.5.2 Where two or more related arbitral proceedings in respect of any Orders or work under this Contract fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.

9.5.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 8 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

9.6 Powers of Arbitrator

Subject to the provisions of Article 8 the Arbitrator shall, without prejudice to the generality of their powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in their opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to them in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

[28] **+++Now footnote [24]+++** See the Measured Term Contract Guide.

[29] **+++Now footnote [25]+++** Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

9.7 Effect of award

Subject to clause 9.8 the award of the Arbitrator shall be final and binding on the Parties.

9.8 Appeal – questions of law

The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):

9.8.1 apply to the courts to determine any question of law arising in the course of the reference;
and

9.8.2 appeal to the courts on any question of law arising out of an award made in an arbitration under this arbitration agreement.

9.9 Arbitration Act 1996

The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 1 Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 3 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 4 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 5 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Health and safety

1

- 1.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 1.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 1.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 1.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 1.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

2

- 2.1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
- 2.2 The Contractor shall provide details of its proposed changes, identifying them as suggested under this Supplemental Provision 2, together with its assessment of the benefit it believes the Employer may obtain, expressed in financial terms, and a quotation.
- 2.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
- 2.4 Original proposals by the Contractor under this Supplemental Provision 2 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after the Contract Period.

Performance Indicators and monitoring

3

- 3.1 The Employer shall monitor and assess the Contractor's performance by reference to any

performance indicators stated or identified in the Contract Documents.

- 3.2 The Contractor shall provide to the Employer all information that the Employer may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 3.3 Where the Employer considers that a target for any of those performance indicators may not be met, it may inform the Contractor and the Contractor shall submit its proposals for improving its performance against that target to the Employer.

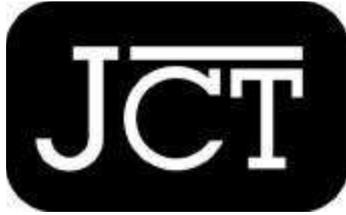
Transparency

- 4 Where the Employer is a Local or Public Authority or other body to which the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:
- 4.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 4.2 the Employer shall promptly inform the Contractor of any request for disclosure that it receives in relation to this Contract.

The Public Contracts Regulations 2015

- 5 Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[30]:
- 5.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 5.2 the Contractor shall include in any sub-contract it enters into provisions requiring the sub-contractor:
- 5.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 5.2.2 to include in any sub-subcontract the sub-contractor in turn enters into provisions to the same effect as required under paragraph 5.2.1 of Supplemental Provision 5;
- 5.3
- 5.3.1 the Contractor shall include in any sub-contract it enters into provisions that shall entitle the Contractor to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
- 5.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

[30] **+++Now footnote [26]+++** An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 5.



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Dated 2025

Schedule of Amendments to the JCT Measured Term Contract 2024
(Schedule of Amendments)

relating to: Composite External Door Installations/Full Window UPVC
Replacements

Unique Tender Reference:

Initialed by:.....

For and on Behalf of the Employer

Initialed by:.....

For and on Behalf of the Contractor

SCHEDULE OF AMENDMENTS TO THE JCT MEASURED TERM CONTRACT 2024

This Contract will comprise the JCT Measured Term Contract 2024 subject to the following amendments:

CONTENTS

In the list of contents, after "Schedule 1 Supplemental Provision" insert

Schedule 2	Data Processing Details
Schedule 3	NOT USED
Schedule 4	KPIs
Appendix One	Form of Contractor Warranty
Appendix Two	Form of Sub Contractor Warranty
Appendix Three	Appointment of a Consultant
Appendix Four	Form of Consultant Warranty
Appendix Five	NOT USED
Appendix Six	NOT USED

Invitation to Tender Documents

Volume 1	The Specification VO.01
Volume 2	Pricing Schedule VO.01
Volume 3	Procurement Specific Questionnaire VO.01
Volume 4	Evaluation Methodology VO.01
Appendix A	CDM Pretender Information Pack VO.01
Appendix B	Housing Complaints Policy VO.01
Appendix C	Replacement Doors and Windows Procedure VO.01
Appendix D	EDI Policy Easy Read Statement VO.01
Appendix E	Fluctuations V0.01
Appendix F	Condensation, damp and mould V0.01
Appendix G	Access Procedure Map V0.01
Appendix H	Safeguarding, Equality, Diversity V0.01
Appendix I	Evaluation Model V0.01"

RECITALS

In the Fifth Recital, insert "and 8" after "to 6".

INSERT SIXTH RECITAL:

“Sixth The installation and replacement works to be carried out in the Contract Area may include the design of elements of the Works which shall be specified by the Employer in an Order, and the Contractor shall submit a proposed design for approval by the Employer, unless otherwise stated in the Order (‘the Contractor’s Designed Portion’).”

ARTICLES

Article 1: Contractor's obligations

After "carried out" insert "and completed".

Insert new Articles as follows:

Article 10: Invitation to Tender Documents

“The Invitation to Tender Documents attached hereto and initialled on behalf of the Parties are hereby incorporated into this Contract. If there is a discrepancy between the recitals, articles, conditions and the Invitation to Tender Documents, the wording of the Recitals, Articles and Conditions shall prevail.”

Article 11 Deeds of Collateral Warranty: the Contractor

“The Contractor shall execute and deliver to the Employer within 14 days of a written request from the Employer a deed or deeds of collateral warranty in the form set out in Appendix 1 to this Contract with only such amendments as the Employer may approve in favour of:

- any organisation providing finance in connection with the works or the Site;
- any purchaser of the whole or any part of the works or the Site;
- any organisation providing finance to a purchaser of the whole or any part of the works or the Site;
- any tenant or occupier of the whole or any part of the works or the Site; and
- any Service User

Should the collateral warranties from the Contractor, to be provided pursuant to this Article 10, not be delivered to the Employer within 14 days of a written request from the Employer then the Employer shall be entitled to withhold all future payments to the Contractor until such time as the relevant collateral warranties have been provided to the Employer.”

Article 12 Consultants

“12.1 In the event the Contractor intends to appoint design consultants for the purposes of the works (**Design Consultants**), they may subject to the Employer’s prior written consent, appoint Design Consultants by deed on the terms of the respective draft appointment set out in Appendix 3 with such modifications (if any) as the Contractor or any Design Consultant shall propose and the Employer shall approve.

12.2. The Contractor may, subject to the Employer’s prior written consent, appoint additional consultants for the purposes of the works (**Additional Consultants**) provided always that such Additional Consultants are appointed by deed in the terms of the respective draft appointment set out in Appendix 3 with such modifications (if any) as the Contractor or Additional Consultant shall propose and the Employer shall approve.

- 12.3 Within 7 days after the appointment of each new Design Consultant and Additional Consultant the Contractor shall supply to the Employer a certified copy of the Design Consultant's and Additional Consultant's deed of appointment.
- 12.4 The Contractor shall notify the Employer where they dismiss any of the Design Consultants or any of the Additional Consultants or vary the terms of their appointment without the written approval of the Employer (such approval shall not be unreasonably withheld or delayed).
- 12.5 The Contractor shall procure that every Design Consultant and Additional Consultant shall immediately provide to the Employer upon request a deed or deeds of collateral warranty in the form set out in Appendix 4 to this Contract with only such amendments as the Employer may approve in favour of:
- 12.5.1 the Employer;
 - 12.5.2 any organisation providing finance in connection with the works or the Site;
 - 12.5.3 any purchaser of the whole or any part of the works or the Site;
 - 12.5.4 any organisation providing finance to a purchaser of the whole or any part of the works or the Site;
 - 12.5.5 any tenant or occupier of the whole or any part of the works or the Site; and
 - 12.5.6 any Service Users.
- 12.6 Should the collateral warranties from the Design Consultants or the Additional Consultants not be delivered to the Employer within 14 days of a written request from the Employer then the Employer will be entitled to withhold all future payments to the Contractor in respect of that particular Design Consultant's or the Additional Consultant's work until such time as the relevant collateral warranty has been delivered.
- 12.7 If the employment of any consultant (including the Design Consultants and Additional Consultants) is terminated before the completion of the services allocated to him, the Contractor shall as soon as is practicable but on 7 days' notice to the Employer appoint another consultant to complete those services (save any consultant to whom the Employer shall make reasonable objection in writing). The foregoing provisions of this Article 12 shall apply to such replacement consultant, mutatis mutandis".

Article 13 Sub-contractors

- "13.1 In this Article 13 **Specified Sub-contractors** means any sub-contractor of the Contractor for the works.
- 13.2 Each of the Specified Sub-contractors shall be appointed by deed, and within 7 days of the appointment of a Specified Sub-contractor the Contractor shall supply a certified copy of the sub-contract to the Employer.
- 13.3 As a condition precedent of each Specified Sub-contractor appointment the Contractor shall procure that every Specified Sub-contractor shall forthwith upon request provide to the Employer a deed or deeds of collateral warranty in the form set out in Appendix 2 to this Contract with only such amendments as the Employer may approve in favour of:
- 13.3.1 the Employer;
 - 13.3.2 any organisation providing finance in connection with the works or the Site;
 - 13.3.3 any purchaser of the whole or any part of the works or the Site;

- 13.3.4 any organisation providing finance to a purchaser of the whole or any part of the works or the Site;
 - 13.3.5 any tenant or occupier of the whole or any part of the works or the Site; and
 - 13.3.6 any Service Users
- 13.4 Should the collateral warranties from the sub-contractors, to be provided pursuant to this Article 13, not be delivered to the Employer within 14 days of a written request from the Employer then the Employer will be entitled to withhold all future payments to the Contractor in respect of that particular sub-contractor's work until such time as the relevant collateral warranty has been delivered.
- 13.5 The Employer's right to withhold payment under Article 13.4 shall not apply once the Contractor satisfies its obligations under Article 13.]"

Article 14 Guarantees and Insurance-backed Warranty

"The Contractor shall obtain manufacturer's guarantees in favour of or assignable to the Employer (or the Service Users where relevant) and all manuals, drawings and other information in respect of all items of plant and equipment and other products which are included in the works as may be reasonably requested by the Employer including (but not limited to) the following:

- a. Windows;
- b. Doors;

Should the guarantees, manuals, drawings or other information to be provided pursuant to this Article 14, not be delivered to the Employer within 14 days of a written request from the Employer then the Employer shall be entitled to withhold all future payments to the Contractor in respect of the relevant item of plant, equipment or other product until such time as the guarantee, manual, drawing or other information has been delivered.

At completion the Contractor shall obtain and provide a ten (10) year insurance-backed guarantee for the benefit of the Employer for all the window and door installations in respect of all materials and workmanship in connection with the installation. For the avoidance of doubt, this includes ironmongery, glazing, window and door frame sections, mastic and similar items included in the Works.

In respect of each Order, the Contractor shall provide the insurance policy for each insurance-backed guarantee to the Employer within 14 days of the Order Completion Date. Should the insurance policy not be delivered to the Employer pursuant to this Article 14, then the Employer shall be entitled to withhold future payments to the Contractor in respect of the window and door installations until such time as the insurance policy has been delivered."

CONTRACT PARTICULARS

2. Supplemental Provisions

(Fifth Recital and Schedule)

At the end insert:

"Public Contracts Regulations Supplemental Provision 5 applies."

13.3 Rates – Fluctuations

"applies" is deleted in respect of clause 5.6.1

14.2 Revision of Schedule of Hourly Charges

“applies” is deleted in respect of clause 5.6.3

16. Insurance

At the end insert:

“7 Public/Product Liability Insurance £10,000,000 for any one occurrence or series of occurrences arising out of any one event”

ATTESTATION

The Agreement shall be executed as a Deed.

CONDITIONS

Definitions

- 1.1 In the definition of “Agreement” after ‘annexed’, insert “(as amended by the Schedule of Amendments annexed hereto)”.
- 1.1 In the definition of “Conditions”, after “these Conditions” insert “as amended by the Schedule of Amendments annexed hereto, together with the Invitation to Tender Documents including all appendices and schedules.”
- 1.1 In the definition of "Contract Documents" after “Schedule of Rates” insert “, the Invitation to Tender Documents”.
- 1.1 In the definition of "Interest Rate" delete "5%" and substitute "2%".
- 1.1 In the definition of “Principal Contractor” add “CDM at the beginning of this definition;
- 1.1 In the definition of “Principal Designer” add “CDM” at the beginning of this definition;
- 1.1 In the definition of “Schedule of Rates” delete “preliminaries and specification preambles applicable to this Contract included in or annexed to it” and substitute “Invitation to Tender Documents”.
- 1.1 At the end of the definition of "Scheme", insert "and as amended from time to time".
- 1.1 In the definition of “Statutory Requirements”, in line 2 after “under any statute or directive” insert “or any court orders or court judgements.”. After “force of law” in the second line, insert “including the Building Safety Laws”. After “this Contract” in the third line, insert “, any code of practice or guideline for the time being in force under the Health and Safety etc. at Work Act 1974 or the Control of Pollution Act 1974 or the Environmental Protection Act 1990”.
- 1.1 In line 5 after “statutory undertaker” insert “or equivalent or relevant public body”.
- 1.1 Insert the following additional definitions:

Accountable Person the person(s) who are or may be from time to time required by the Building Safety Laws to perform the functions of the accountable person;

Achieved KPIs means in respect of any part of the Works or Contractor’s Design Portion in any measurement period, the standard of

performance actually achieved by the Contractor in the provision of that Work or Contractor's Design Portion in the measurement period in question (calculated and expressed in the same way as the KPI for that Work or Contractor's Design Portion as calculated and expressed in Volume 1 The Specification of the Invitation to Tender Documents) and Schedule 4;

Asset Management System

The integrated web-based management software and solution which brings together all property management related functionality, procured by the Employer, which at the date of this contract is Planon but which may change and, in such case will be notified by the Employer to the Contractor;

Building Regulations Principal Contractor

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

Building Regulations Principal Designer

the Architect/Contract Administrator or other person named in Article 5 or any successor appointed by the Employer;

Building Safety Laws

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

Building Safety Regulator

The Building Safety Regulator as defined by the Building Safety Act 2022;

CDP Works	The part of the Works comprised in the Contractor's Designed Portion;
Confidential Information	means all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential;
Connected Person	has the meaning given in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023;
Contractor's Designed Portion	See the Sixth Recital
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
Controller	has the meaning given in the UK GDPR;
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Processing Schedule	means Schedule 2 to this Contract setting out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy;
Data Protection Officer	has the meaning given in the UK GDPR;
Data Subject	has the meaning given in the UK GDPR;
Data Subject Access Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DBS	means disclosure and barring service;
Debarment List	means the list of suppliers referred to in section 62 of the Procurement Act 2023;
DPA 2018	means the Data Protection Act 2018;

Employee	any person employed by the Contractor to perform the Contract which will include any servants, agents, voluntary and unpaid workers, sub-contractors and representatives employed by the Contractor in the performance of the Orders;
Invitation to Tender Documents	Means the invitation to tender documents including all appendices and schedules;
KPIs	means the key performance indicators for all and each part of the Works as set out in Volume 1 The Specification of the Invitation to Tender Documents and Schedule 4;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
Liabilities	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought;
Performance Improvement Process	Means the performance improvement process, if applicable, set out in Volume 1 The Specification (Key Performance Indicators) of the Invitation to Tender Documents;
Personal Data	has the meaning given in the UK GDPR and where used in this Contract refers to any such Personal Data processed by the Contractor on behalf of the Employer under this Contract;
Personal Data Breach	has the meaning given in the UK GDPR;
Processor	has the meaning given in the UK GDPR;
Procurement Act	means the Procurement Act 2023;
Principal Accountable Person	the person who is or may be from time to time required by the Building Safety Laws to perform the functions of the principal accountable person;
Project Team	collectively all persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the site in connection with the Works
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and

	evaluating the effectiveness of the such measures adopted by it including those outlined in the Data Processing Schedule;
Request for Information	Shall have the meaning set out in the Freedom of Information Act 2000 or Environmental Information Regulations 2004, as relevant;
Service Users	Means any organisation who the Employers provide a service to, and places an Order under this Contract on their behalf;
Staff Vetting Procedure	Means vetting procedures that accord with good industry practice or, where requested by the Employer, the Employer's procedures for the vetting of personnel as provided to the Contractor from time to time;
Sub-processor	Means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract
Sub-Contract	means, in accordance with Section 3 of the Contract, any contract or agreement (or proposed contract or agreement) between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of the Works or any part thereof from that third party;
Sub-Contractor	means a person with whom the Contractor enters into a Sub-Contract in accordance with Section 3;
Target KPIs	means the minimum level of performance for a KPI which is required by the Employer as set out against the relevant KPI in Volume 1 The Specification of the Invitation to Tender Documents and Schedule 4;
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
UK GDPR	the European General Data Protection Regulation (Regulation (EU) 2016/679), retained by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419);
Virus	Means anything or a device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
Working Days	Means Monday to Friday inclusive excluding public holidays.

Headings, references to persons, legislations etc

1.3.4 In line 2 after "body corporate" insert "or any legal entity having legal capacity".

1.3.6 In line 1 delete "BIM Protocol or other".

Contracts (Rights of Third Parties) Act 1999

1.5 Delete and insert:

"1.5 This Contract does not create any right enforceable by any person not a party to it (whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise) except that a person who is a successor to or an assignee of the rights of the Employer is deemed to be a party to this Contract."

1.8 **Insert** new clause 1.8 as follows:

"1.8 **Liability period**

Neither Party shall commence any action or proceedings against the other under this Contract after 12 years from the date of practical completion of the Works, and 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 arbitration or legal proceedings, or has commenced any action or proceedings to recover any overpayment to which the decision has led, before that date."

1.9 Insert new clause 1.9 as follows:

"1.9 **Building safety compliance limitation period**

Notwithstanding any other provision of this Contract, any action under this Contract relating to a breach or alleged breach of the Contractor's obligations to carry out and complete the Works in accordance with the terms of this Contract may be brought at any time before the expiration of 15 years from the date of rectification of any defects under clause 2.12 of the Contract or from the date of termination of the Contractor's employment under Section 8 of the Conditions (whether or not the validity of that termination is contested), whichever is the earlier."

1.10 Insert new clause 1.10 as follows:

"1.10 **Sharing information**

The Contractor and the Contractor Personnel shall promptly and without charge provide to the Accountable Person and/or the Principal Accountable Person on request copies of any information that the Contractor and the Contractor Personnel are required to provide to the Accountable Person and/or the Principal Accountable Person by the Building Safety Laws."

1.11 **Insert** new clause 1.11 as follows:

"1.11 **Due Diligence**

The Contractor acknowledges and confirms that the Employer has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this agreement (specifically including the CDP Works) and it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Employer pursuant to this clause. Further the Contractor has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Employer before commencement of the Contract) of all relevant details relating to the performance of its obligations under this agreement and it has entered into this agreement in reliance on its own due diligence."

Contractor's Obligations

Insert new clause 2.1AA as follows:

"2.1AA The Contractor shall promptly co-operate and collaborate with the Employer, Project Team and the Building Safety Regulator to ensure compliance with the Building Safety Laws."

Insert as Clause 2.1A:

"2.1A In relation to the Contractor's Designed Portion, the Contractor shall design the parts of the Order which this Contract and/or the Order states he is to design, and the Contractor shall:

- .1 using reasonable skill, care and diligence, complete the design for the Contractor's Designed Portion, including, so far as not described in the Order, the selection of any specifications for the kinds and standards of the materials, goods and workmanship to be used in the CDP Works;
- .2 comply with regulations 8 to 10 of the CDM Regulations and with the Contractor Administrator's directions for any integration of the design of the Contractor's Designed Portion with design of works as a whole;
- .3 as and when necessary without charge provide the Contractor Administrator with copies of such drawings or details, specifications of materials, goods and workmanship, and (if requested) related calculations and information, as are reasonably necessary to explain the Contractor's Designed Portion.

Drawings and other documents to be supplied by the Contractor shall be supplied by such means and in such format, if any, as are specified in the Order. In the absence of specific requirements they shall be supplied electronically, and, unless otherwise stated in the Order the design in the Contractor's Designed Portion shall be provided to the Employer within 7 days from the date of receipt of the Order by the Contractor."

Insert as Clause 2.1B:

"2.1B In performing his obligations under this Contract, where applicable the Contractor shall and shall ensure that each of his consultants, sub-contractors and Contractor's Persons shall comply with the Modern Slavery Act 2015."

2.1C Insert new clause 2.1C as follows:

"The Contractor warrants and represents that all information and statements made by the Contractor as part of the procurement process, including without limitation the Contractor's Form of Tender or response to any request to participate (if applicable), are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Employer prior to execution of this Contract and shall promptly notify the Employer in writing if, during the Term:

- (a) the Contractor, the Contractor's Connected Persons or any Sub-Contractor is placed on the Debarment List; and/or
- (b) a mandatory exclusion ground or discretionary exclusion ground under the Procurement Act 2023 applies to the Contractor, the Contractor's Connected Persons or any Sub-Contractor; and/or
- (c) there is a change to the Contractor's Connected Persons and the new Connected Person is listed on the Debarment List."

Materials, Goods and Workmanship

2.2.4 At the end of the Clause insert ", and in the case of Contractor's Designed Portion be of a standard appropriate to it. Subject to the foregoing, all materials and goods shall be new, and all materials, goods and workmanship shall be of satisfactory quality and reasonably suitable for their purpose."

Insert new Clause 2.2.6:

"2.2.6 The Contractor warrants that in relation to the carrying out of any Order it has not specified for use or used and it will not specify for use or use or authorise or approve the specification or use by others of any products or materials which by their nature or application are not in conformity with the relevant British Standards (and where none exist European Standards) or codes of practice or which at the time of, use, are widely known by contractors of the relevant discipline within the European Union to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery or any parts thereof in particular circumstances in which they are used."

Insert new Clause 2.2.7:

"2.2.7 If the Contractor becomes aware that he or any other person has specified or used or authorised or approved the specification or use by others of any such products or materials the Contractor will notify the Contract Administrator in writing forthwith."

Insert new clause 2.2.8:

"2.2.8 The Contractor shall remain responsible for any goods or materials until the works under an Order have been completed."

Rights of the Employer

Insert new clause 2.3.1.3:

"2.3.1.3 to request by written notice to the Contractor a variation to the scope of the works including but not limited to an increase or decrease in the scope in accordance with the Procurement Act 2023 and any successor legislation. In the event the Contractor agrees to the variation to the scope of the works, the Schedule of Rates shall apply."

Size and duration of Orders

2.4 Re-number Clause 2.4 as Clause 2.4.1 and insert the following new Clause:

"2.4.2 The Contractor and the Employer agree that, where the Order Completion Date for any Order falls after the end of the Contract Period, the terms and conditions shall continue to apply during that period."

Value of Work to be carried out under this Contract

2.5 Re-number Clause 2.5 as Clause 2.5.1 and insert the following new Clauses:

"2.5.2 The Contractor and the Employer agree and accept that the Employer does not guarantee to issue to the Contractor a minimum number or value of Orders, and there is no exclusivity under this Contract.

2.5.3 The Parties agree and accept that the Contractor will be provided with details of properties listed in individual orders. The Contractor acknowledges that a statutory reorganisation of the Employer took place on 1 April 2023, which may result in an increase in Properties under this Contract, however there is no guarantee of any increase in volume of work following Local Government Re-Organisation. Additional Properties may be added or deleted at the Employer's sole discretion throughout the Term of the Contract.

2.5.4 The Contractor warrants that the Schedule of Rates shall apply to any Order issued during the Contract Period, unless otherwise agreed in writing with the Employer. Notwithstanding any other term of this Contract the parties agree that the rates listed in the Schedule of Rates shall not be exceeded and are each guaranteed maximum prices for the carrying out and completion of the works listed unless

otherwise agreed in writing with the Employer and the Contractor's obligations under this Contract and any Order issued pursuant to it. The Contractor acknowledges that the Schedule of Rates includes the full cost to the Contractor of all the risks and responsibilities assumed under this Clause."

Divergences from Statutory Requirements

2.8.1 Insert at the end of the Clause:

"and its proposed alteration or modification and with the Employer's consent (which shall not be unreasonably delayed or withheld) the Contractor, (entirely at his own cost unless the amendment is necessitated by a change to the Statutory Requirements after the date of the Contract which the Contractor could not have reasonably had notice of before the date of the Contract, in which case clause 2.9 applies), shall complete the Order in accordance with the alteration or modification unless instructed by the Employer not to do so."

2.8.2 In line 2 after "comprised in an Order" insert "(other than the CDP Works)".

Order Completion Date

2.11.1 In line 3 delete "14" and replace with "21".

Defects

2.12 In line 2 after "Contract," insert "or any failure of the Contractor to comply with his obligations in respect of the CDP Works"

In line 2 after "shall" insert ", within a reasonable time," and at the end of the Clause insert:

"In cases of urgency the Employer may require any such defects, shrinkage or other faults to be made good within such period of time specified by the Employer (acting reasonably) as the circumstances require."

Insert new clause 2.13 as follows:

"Compliance with Building Safety Laws

2.13 The Contractor warrants to the Employer that:

2.13.1 neither it nor any of the Contractor Personnel has done, or permitted to be done, or will do or permit to be done, anything which:

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

2.13.1.2 will result, or is likely to result, in the Employer being in breach of any Building Safety Laws; and

2.13.2 it shall comply, and shall procure compliance by each of the Contractor Personnel with the Building Safety Laws."

Assignment

3.1 Delete and substitute:

"3.1.1 The Contractor may not assign or charge the benefit of this Contract or any right arising under it without the written consent of the Employer.

3.1.2 The Employer may assign, novate, or otherwise dispose of its rights and obligations under this Contract without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under this Contract. This

includes any such assignment, novation or disposal of rights and obligation to any legal entity with which the Employer merges or which is a successor body of the Employer by reason of statutory or voluntary reorganisation.”

Sub-contracting

3.2 In line 1, after “Contract Administrator” insert “and the Employer”

In line 2 after “or part of an Order” insert “or of any design work for the Contractor’s Designed Portion.”

3.2 Insert at the end of the clause:

“Giving of consent by the Employer to sub-contracting by the Contractor may be subject to such conditions as the Employer requires. In particular, the Employer may, as a condition of giving its consent, require the Contractor:

(a) for each sub-contractor, to supply a copy of the sub-contract and/or enter into or procure any manner of direct warranties, undertakings, guarantees or indemnities concerning the provision of any Order or part of an Order and its compliance with this Contract in all respects, and/or

(b) to ensure that its sub-contractor does not further sub-contract any element of Order or part of an Order sub-contracted to it more than once;

(c) to include in the sub-contract a requirement for both parties to promptly co-operate and collaborate with the Employer, Project Team and the Building Safety Regulator to ensure compliance with the Building Safety Laws.”

3.2.1 Insert new sub-clause as follows:

“For the avoidance of doubt, the Employer shall not consent to any proposed Sub-Contract if the Sub-Contractor is on the Debarment List for a mandatory exclusion ground.”

Access to the Site

3.4.1 In line 2 after “arranged” delete “by, and”

In line 2 after “Contract Administrator” insert “.” and delete the remainder of the clause.

Insert new clause 3.4.4:

“3.4.4 The Contractor shall comply with the Employer’s or Service User’s security procedures at the premises where the Works are to be carried out.”

Insert new clause 3.4.5:

“3.4.5 The Contractor shall use its best endeavours to ensure that only the Contractor’s staff and essential visitors attend the site to undertake the works in accordance with an Order.”

Insert new clause 3.4.6:

“3.4.6 The Contractor shall issue to its staff who have access to any relevant premises security passes in such form as the Employer or Service User may require.”

Insert new clause 3.4.7:

“3.4.7 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Employer or Service User and shall only permit them to be given to the staff whose names and addresses have been supplied to the Employer and then only to the extent required

for the purposes of providing the Works. The Contractor shall ensure that the Contract Administrator is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss."

Variations

3.5.1 Delete "." at the end of the clause and insert "including instructions that necessitate an alteration or modification of the design in the CDP Works, and work required out of the geographical area of North Yorkshire which shall be priced in accordance with the Contractors pricing submission in their Invitation to Tender."

3.9 In sub-clause 3.9, after "the Building Regulations" in the heading and line 2, insert "and Building Safety Laws".

3.9 **Replace** the full stop at the end of clause 3.9.3 with a semi-colon and add new clause 3.9.4:

"where the Contractor is not the CDM Principal Designer but is the CDM Principal Contractor and the CDM Principal Designer's appointment concludes before practical completion of the Works, 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 and which shall not entitle the Contractor to an extension of time."

Insert new clause 3.9.5:

"whether or not the Contractor is the Principal Contractor, compliance by the Contractor with its duties under the regulations shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time."

TUPE and Re-tendering

Insert new Clause 3.11:

"TUPE and Re-tendering"

3.11.1 In the event of expiry or termination of this Contract, cancellation of an Order or whenever reasonably requested by the Employer in preparation for tendering arrangements or at any time during the final year of this Contract, the Contractor will provide the Employer with such assistance as the Employer may require and provide at no cost to the Employer any information the Employer (whether on its own account or on behalf of any potential or confirmed replacement contractor) may request in relation to the Employees including but not limited to, providing Employee liability information as required under Regulation 11 of TUPE.

3.11.2 The Contractor authorises the Employer to pass any information supplied to any replacement contractor or potential replacement contractor and the Contractor will secure all necessary consents from relevant Employees in order to do this.

3.11.3 The Contractor will keep the Employer and any replacement contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this Clause or inaccuracies in or omissions from the information provided".

3.12 **Insert** new clause 3.12:

"Building Regulations

.1 The Contractor shall act as Building Regulations Principal Contractor in respect of the Works and shall perform all the duties and functions required to be performed by the principal contractor under the Building Regulations.

.2 The Contractor warrants that it is competent to fulfil the duties of a principal contractor under the Building Regulations in relation to the Works and has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this Clause.

.3 The Contractor warrants that the Contractor Personnel are competent and shall remain competent to perform all duties and functions required to be performed by them under the Building Regulations.

.4 As and when requested to do so by the Employer, the Contractor shall give to the Employer a written record of the steps taken under regulation 11E(2) of the Building Regulations when appointing each of the Contractor Personnel.

.5 Whether or not the Contractor is the Building Regulations Principal Contractor, compliance by the Contractor with its duties under Part 2A of the Building Regulations shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time."

Final Payment where Contract Administrator measures and values Orders

Delete clause 4.4 and insert 'Not Used'.

Insert new Clause 4.5.6:

"4.5.6 If requested by the Contract Administrator the Contractor will supply demonstrable actual costs incurred in the carrying out of the Order in the form of formal timesheets, invoices or in any other form as requested by the Contract Administrator."

Payments – final date and amount

4.6A Insert new clause 4.6A as follows:

"4.6A Where the Contractor submits an invoice to the Employer, the Employer shall consider and verify the invoice without undue delay and will notify the Contractor promptly if it disputes the invoice or does not consider it to be valid. For the purposes of this section 4:

a) an invoice is valid if either it is an electronic invoice which complies with the standard on electronic invoicing approved and issued by the British Standards Institution from time to time or it contains all supporting information required by the Employer to verify its accuracy, including the name of the invoicing party, the charges requested, relevant Purchase Order number and a breakdown of the services provided in the invoice period.

b) an invoice from the Contractor shall be regarded by the Employer as not disputed where the Employer fails to verify it without undue delay."

4.6.1 Delete "14 days from its due date" and replace with ", where the invoice is valid and to the extent that it is not disputed, within 30 days from when the Employer receives an invoice from the Contractor in relation to that payment or, if later, the due date as stated on the invoice".

4.6.7 Delete the first sentence.

Contractor's right of suspension

4.7.1 After "intention to suspend the performance of" insert "any or all of".

Insert new clause 4.8:

“4.8 Submitting Invoices

All invoices and associated documentation must be submitted accurately in accordance with the Contract by the Contractor through the Asset Management System, which at the date of this Contract is Planon

Insert new clause 4.9:

“ 4.9 Payment of Sub Contractors

4.9.1 The Contractor shall, for all properly completed work, where the invoice is valid and to the extent that it is not disputed, pay all sub-contractors and suppliers within 30 days from when the Contractor receives an invoice from the sub-contractor/supplier in relation to that payment or, if later, the due date as stated on the invoice.”

Rates - Fluctuations

5.6.1.1 Delete this clause and insert “not used”

Contractor's Liability - loss, injury or damage to property

6.2 In line 1 delete “Subject to clause 6.3, the” and insert “The”

6.2 In line 3 after "or personal", insert:

“(which shall include any loss or damage to existing structures and to any of their contents and any expense, liability, loss or claim arising from but not limited to obstruction, trespass, nuisance or interference with any right of way, light, air or water)”.

6.2 In line 4, after “Order”, insert:

“or in the performance of the Contractor’s obligations under Clause 2.12 ”.

Loss or damage to existing structures or their contents

Delete clause 6.3 and insert:

“Not used”

Contractor’s insurance of its liability

6.4.1.1 In line 3 after “all relevant legislation” insert:

“and shall take out and maintain employer’s liability insurance in the minimum sum of £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of one event;”

6.4 Insert new clause 6.4.3:

“6.4.3 The Contractor shall take out and maintain public/product liability insurance in the minimum sum of £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of one event;

6.4 Insert new clause 6.4.4:

“6.4.4 The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principal clause under which the Employer shall be indemnified in respect of claims made against the Employer arising out of or in connection with the Contract and any Orders and for which the Contractor is legally liable.”

6.4 Insert new clause 6.4.5:

“6.4.5 The Contractor shall take out and maintain cyber insurance in the minimum sum of five hundred thousand pounds (£500,000) for any one occurrence or series of occurrences arising out of one event:

Related definitions

6.6 In the definition of All Risks Insurance, after “insurance” insert “in the minimum sum of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of any one event”

6.6 In the definition of Joint Names Policy, after “Contractor”, insert:

“and any one or more third persons specified in writing by the Employer to the Contractor, being persons having or acquiring an interest in or an organisation providing finance in connection with the site or the works”.

6.6 In the definition of Specified Perils in the second line delete “earthquake”

Joint Names Insurance of work or supply comprised in Orders by the Contractor

Delete and Substitute:

“Insurance of the existing structures by the Employer”.

6.7 In line 1 after “shall”, insert “and where relevant shall procure that the Service Users shall”.

6.7 In line 1 (below 6.7.2) after “maintain”, insert “or procure that the Service Users shall maintain”.

In line 1 (below 6.7.2) delete “Joint Names”.

In line 5 (below 6.7.2) after “shall” insert “or procure that the Service Users shall”.

6.7.1 In line 1 delete “unless otherwise stated by the Contract Particulars (item 15.3)”.

6.7.1 In line 1 after “maintain a” delete “Joint Names”

6.7.2 delete and insert:

“where this clause 6.7 applies the Employer shall, and where relevant procure that the Service Users shall, effect and maintain a Policy for All Risk Insurance with cover no less than that specified in Clause 6.6 for full reinstatement value of the relevant order.”

6.8 In the second line after “Employer” insert “or where relevant the Service Users”

Notification by Contractor of occupation and use

6.10 In the second line after "Employer" insert "or where relevant the Service Users"

Loss or damage – insurance claims and reinstatement

Insert new Clause 6.14A:

"6.14A The Contractor shall reinstate at his own cost any loss of or damage to the Works or Site Materials occasioned by a cause with exclusion (a) or (b) or (c)(ii) in the definition of All Risks Insurance occurring by reason of any breach of duty by the Contractor or the Contractor's Persons."

Loss or damage to existing structures – right of termination in respect of Orders

6.15 Delete and substitute:

"6.15 If in any consequence of the loss of or any damage to any existing structure the Employer determines that it is impractical or not in his commercial interests to proceed with the Works under the Order he may by written notice with immediate effect, terminate the Order, in which case Clause 8.11 shall apply."

Professional Indemnity Insurance

Insert as new Clause 6.16:

"6.16.1 The Contractor shall maintain professional indemnity insurance covering (inter alia) all its liability hereunder in respect of defects or insufficiency in design upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than two million (£2,000,000.00) for any one occurrence or series of occurrences arising out of any one event for a period beginning now and ending 12 (twelve) years after the date of the latest Order Completion Date, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions shall not include any term or condition to the effect that the Contractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010, or any amendment or re-enactment thereof.

16.16.2 Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.

6.16.3 The Contractor shall immediately inform the Employer if such insurance ceases to be available at commercially reasonable rates in order that the Contractor and the Employer can discuss means of best protecting the respective positions of the Employer and the Contractor in respect of the Orders in the absence of such insurance.

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

6.16.5 As and when reasonably required to do so by the Employer, the Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained."

Existing and subsequent Orders

7.2 Delete “the Employer or” and “, as the case may be,” from line 1.

Insert new clause 7.3:

“Option to Extend

7.3.1 The Employer may extend this Contract for a period of up to twelve (12) months by giving not less than three (3) months’ notice in writing to the Contractor prior to the end of the initial term.

7.3.2 Subject to the Contract being extended under clause 7.3.1 the Employer may extend this Contract for a further period of up to twelve (12) months by giving not less than three (3) months’ notice in writing to the Contractor prior to the end of the first extension period.

7.3.3. The terms and conditions of this Contract shall apply throughout any such extended period.”

Notices under Section 8

8.2.1 At the end of the Clause delete “.” and insert:

“provided always that this Clause 8.2.1 shall not apply to any notice or notices given pursuant to Clause 8.5.”

Default by the Contractor

8.4.1.1 At the end of the Clause, delete “or”.

Insert new Clause 8.4.1.3:

“8.4.1.3 fails to proceed regularly and diligently with the design of the Contractor’s Designed Portion, or without reasonable cause wholly or substantially suspends the carrying out of the Contractor’s Designed Portion, or fails to comply with clause 3.9; or”

Insert new Clause 8.4.1.4:

“8.4.1.4 commits any other breach of this Contract which the Employer views as capable of remedy,”

Insert new Clause 8.4.4:

“8.4.4 Without prejudice to any other right or remedy it might have, the Employer may terminate this Contract by written notice to the Contractor with immediate effect if the Contractor:

8.4.4.1 is in material breach of any obligation under this Contract;

8.4.4.2 repeatedly breaches any of the terms and conditions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this Contract;

8.4.4.3 Receives repeated warnings for failure to comply with the KPIs;

8.4.4.4 has been suspended under the Contract by the Employer in accordance with Supplemental Provision 3.5.2, and at the end of the suspension period the Contractor has not satisfied the Employer that any issues or failing performance has been adequately addressed to warrant reinstatement of the Contractor; or

8.4.4.5 Undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1998. The Contractor shall notify the Employer as soon as practicable

of any change of control, or any potential change of control, including any change of control of an ultimate holding company or companies of the Contractor”

8.6 In the heading, delete “regulation 73(1)(b) of the PC Regulations” and replace with “section 78(2) of the Procurement Act 2023”.

In lines 6 and 7, delete the rest of the clause from “this Contract is one to which regulation 73(1)...” and replace with “the Employer considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies.”

8.6.1 Insert new sub-clause as follows:

“The Employer’s notice of intention to terminate in relation to a termination ground listed in section 78(2) of the Procurement Act 2023 must:

- (a) set out which termination ground the Employer considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Employer’s reasons for deciding to terminate on this basis;
- (b) invite the Contractor to make representations to the Employer about the existence of the termination ground and the Employer’s decision to terminate;
- (c) specify the means by which, and the time by which, such representations must be made; and
- (d) insofar as it states the Employer’s intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Contractor may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor;

On expiry of the time for the Contractor to make representations under clause 8.6.1(c), if, after considering any representations, the Employer is satisfied that the termination ground applies, it may terminate the Contract with immediate effect by giving final written notice to the Contractor.”

Consequences of termination under clauses 8.7 to 8.9

8.11 On line 1 after “8.8 or 8.9” insert “or 6.15 (Loss or damage to existing structures – right of termination in respect of Orders)”

Settlement of Disputes

9.1 Notification and negotiation of disputes

Prior Negotiation of Disputes

9.1 Renumber clause 9.1 as 9.1.1.

Insert new clause 9.1.2 as follows: “In the event that the senior executives nominated in the Contract Particulars (or a colleague of similar standing) are unable to resolve the dispute within 28 days, the matter shall be referred to the Corporate Director Community Development on behalf of the Employer, and the relevant Director or Chief Executive of the Contractor who shall have a further 28 days to negotiate a resolution to the dispute, prior to either Party referring the matter to any other procedure set out in Section 9.”

Insert new Clause 9.1.3 as follows “The Parties must follow the notification and negotiation of disputes process as set out in clause 9.1.1 of this Contract prior to referring the matter to any other procedure set out in this Section 9.”

INSERT THE FOLLOWING NEW PROVISIONS

SECTION 10 - COPYRIGHT

“10.1 The Contractor as beneficial owner hereby grants to the Employer or the Service User without further charge and notwithstanding the completion or abandonment of an Order or determination or alleged determination of the Contractor’s employment under this Contract an irrevocable, non-exclusive,

royalty-free licence to use and reproduce any of the drawings, details, plans, specifications, CAD materials, calculations, correspondence, meeting minutes and other information which have been or are prepared by or on behalf of the Contractor relating to an Order and (if relevant) the designs contained in them (**Documents**) for the construction of the works and the advertisement, sale, letting, maintenance, repair, reinstatement, reconstruction and extension of it, and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Contractor. The Contractor will not be liable for any use of the Documents by the Employer or its nominees for any purposes other than those for which the same are or were prepared. The Employer shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Contractor with copies of the Documents, which can also be provided to Service Users.

- 10.2 If the use of the Documents as specified in Clause 10.1 is found to infringe the rights of any third person, the Contractor shall indemnify the Employer and Service User against all resulting costs, damages and expense.”

SECTION 11 – STAFF AND KEY PERSONNEL

- “11.1 The Employer may require the Contractor to ensure that any Contractor Personnel employed in the provision of carrying out any Order has undertaken an enhanced DBS check, which may include a barred list for children check.

- 11.2 Any Contractor’s Personnel having access to a specified establishment, with the opportunity for contact with children, in providing the Works must have an enhanced DBS with barred list for children check. The Contractor shall ensure that no Contractor Personnel who is on the children’s barred list is employed or engaged in the provision of any part of any Order. The Contractor must ensure that the DBS checks and barred list for children check is no older than 5 years at any time. Where any Contractor Personnel are either subject to expiry, withdrawal, revocation etc of their enhanced DBS check, the Contractor must disclose this to the Employer within 24 hours and such Contractor Personnel must not have access to any establishment whilst the premises is being used by children unless and until such enhanced DBS check is reinstated or replaced.

- 11.3 Should any of the Contractor’s Personnel have one or more entries disclosed by an enhanced DBS certificate but they are not named on the barred list, then the Contractor may consider the nature of any entry and the time it occurred and risk assess whether those Contractor Personnel concerned are suitable to work on the Order. It is anticipated that any Contractor Personnel who do not have a clear enhanced DBS check will not be suitable to work on the Order, but in exceptional circumstances when the Contractor believes there is no safeguarding risk then they may seek the Employer’s approval for such person to work under the Order. The Contractor shall not appoint any such Contractor Personnel to work on the Order in the absence of the Employer’s approval.

- 11.4 If the Employer reasonably believes that any person delivering Work under an Order on behalf of the Contractor is unsuitable to undertake such work, in respect of this Contract, it may, by giving notice to the Contractor:

- .1 refuse admission to the relevant person(s) to the premises where the work is being carried out;
- .2 direct the Contractor to end the involvement in the provision of work of the relevant person(s);
- .3 require that the Contractor replace any person removed under this section 11 with another suitably qualified person and procure that any security pass issued by the Employed to the person removed is surrendered.

and the Contractor shall comply with such notice.

- 11.5 The Contractor shall:

- .1 ensure that all persons employed or engaged to provide work under any Order are vetted in accordance with the Staff Vetting Procedures and legal requirements;

- .2 if requested, provide the Employer with a list of names and addresses (and any other relevant information) of all persons who may require admission to any premises specified in an Order;
- .3 procure that all persons employed or engaged to provide work under an Order comply with any rules, regulations and requirements reasonably specified by the Employer and
- .4 provide a nominated person for the Employer to liaise with regarding compliance with DBS checks, Barred List checks, Staff Vetting Procedures and legal requirements.
- .5 No Works are to be carried out unless an adult is present in the relevant property on the Site. Should only a minor be present in the property the Contractor must refuse to enter the property.
- .6 In respect of vulnerable tenants the Contractor will follow the customer liaison provisions in the Employer's safeguarding policy or any updated policy provided to the Contractor from time to time.
- .7 The Contractor shall immediately notify the Employer if it considers a child or a vulnerable resident is at risk or if there has been a breach of the obligations set out in this clause 11 or pursuant to the Safeguarding Vulnerable Groups Act 2006.
- .8 ensure no Works are to be carried out unless an adult is present in the relevant property on the Site. Should only a minor be present in the property the Contractor must refuse to enter the property.

SECTION 12 – FREEDOM OF INFORMATION

- “12.1 The Contractor acknowledges that the Employer (and where relevant Service Users) is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**) or similar legislation or equivalent codes and that the Employer will be/is under an obligation to provide information on request. Such information may include matters relating to, arising under or out this Contract. The Contractor shall (at the Contractor's expense):
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Employer or Service User to enable the Employer or Service User to comply with its obligations under the FOIA and the EIR;
 - 12.1.2 transfer to the Employer or Service User all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 12.1.3 provide the Employer or Service User with a copy of all Information belonging to the Employer or Service User requested in the Request for Information which is in its possession or control in the form that the Employer or Service User requires within five (5) Working Days (or such other period as the Employer or Service User may reasonably specify) of the Employer's or Service User's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Employer, or where relevant the Service User.
- 12.2 The Contractor acknowledges that the Employer or Service User may be required under the FOIA and the EIR to disclose Information concerning the Contractor or the Works (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Employer, or where relevant the Service User, shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in this Contract, the Employer or where relevant the Service User shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Works is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 12.4 The Contractor shall indemnify the Employer against all claims, demands, actions, costs proceedings and liabilities that the Employer incurs due to the Contractor's or any sub-contractor's breach of this Section 12.
- 12.5 In any event, the Employer shall not be responsible to the Contractor for any loss, damage, harm or other detriment, however caused arising from the disclosure of any information under the FOIA or EIR or other similar legislation or code.
- 12.6 The Contractor shall ensure that the terms of any sub-contract which it enters into with a sub-contractor replicate the provisions of this Section 12 such that the Employer has the same rights against a sub-contractor as it does against the Contractor under this Section 12."

SECTION 13 – SET OFF AND OTHER REMEDIES

- "13.1 Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.
- 13.2 If the Contractor fails to comply with any requirement of Clause 6.15 or Clause 3.1 or if the Contractor becomes Insolvent so that its covenant is impaired, then without prejudice to any other remedy it may have, the Employer shall be entitled to recover from the Contractor any premiums reasonably incurred to effect insurance (such as inherent defects insurance or other suitable cover) in order to arrange suitable alternative protection."

SECTION 14 – APPROVALS

- "14.1 No inspection, testing, approval or review nor any omission to inspect, test, approve or review on the part of and/or on behalf of the Employer shall diminish any duty or liability hereunder of the Contractor.
- 14.2 Whenever in these Conditions there is a reference to any approval by the Employer, such approval shall not be withheld or delayed without reasonable cause."

SECTION 15 - INTERPRETATION

- "15.1 In the case of any inconsistency between these Schedule of Amendments and any other term of this Contract the Schedule of Amendments shall prevail. In the case of any inconsistency between the Conditions and any other term of this Contract (except these Schedule of Amendments) the Conditions shall prevail.

SECTION 16 – DATA PROTECTION

- "16.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Each Party shall bear its own costs in relation to compliance with this clause 16 and the Data Protection Legislation.
- 16.2 The Contractor shall and shall ensure that the Contractor Personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation.
- 16.3 The Contractor shall and shall ensure that the Contractor Personnel shall not do or permit anything to be done which might jeopardise or contravene the Employer's compliance with the Data Protection Legislation.
- 16.4 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The only processing that the Contractor is

authorised to do is listed in the Data Processing Schedule by the Employer and may not be determined by the Contractor.

- 16.5 For the purpose of this clause 16, the term “processing” and cognate terms have the meaning given in the UK GDPR.
- 16.6 The Contractor shall notify the Employer immediately if it considers that any of the Employer’s instructions infringe the Data Protection Legislation.
- 16.7 The Contractor shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.8 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with the Data Processing Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Employer may reasonably reject (but failure to reject shall not amount to approval by the Employer of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Contractor and the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Data Processing Schedule);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any of the Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor’s duties under this clause 16;

- (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Employer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
- (i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Employer in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;
- (e) at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

16.9 Subject to clause 16.10, the Contractor shall notify the Employer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation in connection with Personal Data processed under this Agreement;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

16.10 The Contractor's obligation to notify under clause 16.9 shall include the provision of further information to the Employer in phases, as details become available.

- 16.11 Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under clause 16.9 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:
- (a) the Employer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Employer following any Data Loss Event; and
 - (e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- 16.12 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 16. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Employer determines that the processing is not occasional;
 - (b) the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Employer determines that the processing is likely to result in a high risk to the rights and freedoms of Data Subjects.
- 16.13 The Contractor shall allow for audits of its data processing activity and premises by the Employer or the Employer's designated auditor and authorised representatives. In particular, the Employer shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of the Contractor and the Contractor shall co-operate and assist the Employer (and its representative) with each inspect, test and audit..
- 16.14 The Contractor shall comply with the instructions of the Employer to enable the audits referred to in clause 16.13 to be carried out and the Contractor shall provide to the Employer and/or their designated auditor and authorised representatives, all reasonable assistance that they require in connection with any audits, including making available to the Employer all information necessary to demonstrate compliance with its obligations under this Agreement and the Data Protection Legislation.
- 16.15 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 16.16 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Employer in writing of the intended Sub-processor and processing;

- (b) obtain the written consent of the Employer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 16 such that they apply to the Sub-processor; and
- (d) provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.

16.17 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

16.18 The Contractor shall indemnify the Employer for any damage, cost or losses (including legal costs) incurred by the Employer in connection with any third party claim made or threatened against the Employer in connection with the loss, unauthorised disclosure or breach of the Data Protection Legislation by the Contractor or any Sub-processor in relation to any Personal Data. This indemnity shall not apply to the extent the Contractor's act or omission was as a result of the express instruction of the Employer.

16.19 The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause 16 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

16.20 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than thirty (30) Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SECTION 17 – LOCAL GOVERNMENT OMBUDSMAN

"17.1 The Contractor understands and acknowledges that if a complaint is made to the Employer or Service User by a third party relating to the Works carried out by the Contractor under this Contract the Local Government Ombudsman has the power to investigate such complaint and the Employer or Service User requires the Contractor to fully cooperate in such investigation. If the Employer or Service User is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor, the Contractor shall indemnify the Employer and/or Service User in respect of the costs arising from such maladministration or injustice."

SECTION 18 – EXIT MANAGEMENT PLAN

"18.1 Within six (6) months of the Commencement Date the Parties shall develop and agree an exit plan which shall ensure continuity of the Works and/or Order on expiry or earlier termination of this Contract. The Contractor shall provide the Employer with the first draft of an exit plan within four (4) months of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract.

18.2 Immediately following expiry or early termination of this Contract the Contractor shall comply with its obligations under any agreed exit plan."

SECTION 19 – NUISANCE AND TRESSPASS

"19.1 The Contractor shall:

- .1 at all times prevent any public or private nuisance (including, any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier (including occupiers of completed sections of any Works) or any statutory undertaker arising out of the carrying out of any Order;

- .2 at all times prevent the escape of any dangerous, harmful or damaging substance on any site or from such site and, further, prevent any escape (of whatever nature) which causes any injury, damage or actionable loss;
 - .3 assist the Employer in defending any action or proceedings which may be instituted in relation to such nuisance, interference or escape; and
 - .4 indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from such nuisance, interference or escape, save and to the extent that such nuisance, interference or escape is caused by or as a result of an instruction of the Employer.
- 19.2 The Contractor shall ensure that there is no trespass on or over any adjoining or neighbouring property arising out of or in the course of or caused by the carrying out of any Works under an Order. If the carrying out of Works under an Order is likely to necessitate any interference with the rights of adjoining or neighbouring owners or occupiers, the Contractor shall, at the request of the Employer and at no cost to the Employer, assist the Employer in obtaining any prior written agreement of such owners and/or occupiers to such interference.

SECTION 20 – USING SOFTWARE

- “20.1 The Employer may during the Contract Period provide the Contractor access to the Council’s Asset Management System to facilitate the generation of invoices in respect of the Works, and upload contract data as required by the Employer. Where such access is provided, the provisions of this clause 20 shall apply and the Contractor shall use their best endeavours not to misuse the Asset Management System and shall observe any written or oral instruction of the Employer in respect of its permitted use of the Asset Management System.
- 20.2 The Contractor shall ensure that any Authorised User of the Asset Management System on the Contractor’s behalf shall keep a secure password for his or her use of the Asset Management System, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his or her password confidential.
- 20.3 The Contractor shall use its reasonable endeavours to ensure that any Authorised User does not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Asset Management System that is harmful in any way to the Asset Management System, and the Employer shall ensure that any equipment used to access the Asset Management System by him or any Authorised User has up to date anti-Virus software, and the Asset Management System is accessed through secure internet connections.
- 20.4 The Contractor shall not:
- 20.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Asset Management System in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Asset Management System; or
 - (iii) use the Asset Management System to provide services to third parties; or
 - (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Asset Management System available to any third party except the Authorised Users, or
 - (v) attempt to obtain, or assist third parties in obtaining, access to the Asset Management System other than as provided under this clause **Error! Reference source not found.0**.
- 20.5 The Contractor shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Asset Management System and, in the event of any such unauthorised access or use, shall promptly notify the Employer.”

SECTION 21 – BEST VALUE AND SUSTAINABILITY

- “21.1 The Contractor must ensure that any Works / Orders are provided in accordance with the principles of Best Value: economy, efficiency and effectiveness as defined in the Local Government Act 1999.
- 21.2 The Contractor shall meet such sustainability requirements as set out in the Specification and shall comply with the provisions of any such environmental policy as the Employer may have approved relating to any Orders or Works under this Contract.”

SECTION 22 – CONFIDENTIALITY

“ 22.1 Subject to clause 22.2, each Party shall:

22.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing party; and

22.1.2 not use or exploit the disclosing party’s Confidential Information in any way except for the purposes anticipated under this Contract.

22.2. Notwithstanding clause 22.1, a Party may disclose Confidential Information which it receives from the other Party:

22.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

22.2.2 to its auditors or for the purposes of regulatory requirements;

22.2.3 on a confidential basis, to its professional advisers;

22.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

22.2.5 where the receiving party is the Contractor, to the Contractor’s Persons on a need to know basis to enable performance of the Contractor’s obligations under this Contract provided that the Contractor shall procure that any Contractor’s Persons to whom it discloses Confidential Information pursuant to this clause 22.2.5 shall observe the Contractor’s confidentiality obligations under this Contract; and

22.2.6 where the receiving party is the Employer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Employer;

(b) on a confidential basis to any company to which the Employer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with Section 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer under this Section 22.

22.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA), and/or the Environmental Information Regulations 2004 (EIR), the content of this Contract is not Confidential Information and the Contractor hereby gives its consent for the Employer to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA/EIR redacted) including any changes to this Contract agreed from time to time. The Employer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA/EIR.

22.4 The Contractor shall not, and shall take reasonable steps to ensure that the Contractors Person's shall not, make any press announcement or publicise this Contract or any part of this Contract in any way, except with the prior written consent of the Employer.

Schedule – Supplemental Provisions

Rename "Schedule" as "Schedule 1".

In the first paragraph delete "Supplemental Provision 4 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision;". In the first paragraph on line 4 delete "PC Regulations" and replace with "Procurement Act 2023"

Supplemental Provision 3

Delete clause 3.1, clause 3.2 and 3.3.

Insert new clause 3:

"3.1 The Contractor shall provide that any Work placed under an Order will be carried out in such a manner as will ensure that the Achieved KPI in respect of that Work or CDP is equal to or higher than the corresponding Target KPI. Provisions as to KPIs are as stated in Schedule 4.

Supplemental Provision 4

4 In line 2 after "the Parties acknowledge that," insert "subject to Supplement Provision 4A,"

In line 3 after "FOIA," insert "or the Procurement Act 2023,"

In line 4 after "not confidential" insert "and the Contractor hereby gives its consent for the Employer to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or the Procurement Act 2023 redacted) including any changes to this Contract agreed from time to time."

In line 4 after "The Employer" insert "may consult with the Contractor to inform its decision regarding any redactions but the Employer"

In line 6 after "FOIA" insert "or the Procurement Act 2023"

4A Insert new Supplemental Provision 4A as follows:

4A The Employer is required to publish this Contract in accordance with Section 53 of the Procurement Act 2023. Within 10 Working Days of entering into this Contract the Contractor shall provide a copy of this Contract to the Employer with any sensitive commercial information it believes should be redacted in accordance with Section 94 of the Procurement Act 2023 highlighted. The Employer shall have the final decision in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with Section 94 of the Procurement Act 2023. In the event the Contractor fails to provide a highlighted copy of the Contract in accordance with this Supplemental Provision 4A the Contractor thereby accepts that this Contract contains no sensitive commercial information for the purpose of Section 94 of the Procurement Act 2023 or Confidential Information. The Employer accepts no liability arising from publication of this Contract pursuant to Section 53 of the Procurement Act 2023

Supplemental Provision 5

The Public Contracts Regulations 2015

Delete the heading and replace with "The Procurement Act 2023"

Delete "PC Regulations" and replace with "Procurement Act 2023"

5.1 **Delete** "where regulation 113 of the PC Regulations applies to this Contract," in line 1.

In lines 2 and 3 delete "to impose the requirements of regulation 113(2)(c)(i) and (ii)" and replace with "as follows:"

5.1.1 **Insert** new Supplemental Provision 5.1.1 as follows:

"the Contractor shall ensure that all sub-contracts contain a provision requiring:

- .1 the Contractor to consider and verify any invoice from the sub-contractor without undue delay;
- .2 the Contractor to notify the sub-contractor promptly if it disputes the invoice or does not consider it to be valid within the meaning of Supplemental Provision 5.1.1.5;
- .3 where the invoice is valid and to the extent that it is not disputed, pay the sub-contractor any sums which are due under it within 30 days of receipt of the invoice by the Contractor or, if later, the due date as stated on the invoice;
- .4 the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Supplemental Provision 5.1.1;
- .5 For the purposes of this Supplemental Provision 5.1.1:
 - a) an invoice is valid if it is an electronic invoice which is undisputed and complies with the standard on electronic invoicing approved and issued by the British Standards Institution from time to time;
 - b) an invoice from the sub-contractor shall be regarded by the Contractor as not disputed where the Contractor fails to verify it without undue delay,"

5.1.2 **Insert** new Supplemental Provision 5.1.2 as follows:

"Supplemental Provision 5.1.1 is without prejudice to any contractual or statutory provision under which any payment is to be made earlier than the time required by that clause."

5.2.1 **Delete** "regulations 71(3), 71(4) and 71(5) of the PC Regulations" and replace with "the Procurement Act 2023".

5.3.1 **Delete** "regulation 57" and replace with "the Procurement Act 2023".

5.3.2 Delete "regulation 71(9)" on lines 2 and 4, replacing with "the Procurement Act 2023".

Insert new Schedule 2:

Schedule 2 – Data Processing Details¹

1. " The contact details of the Employer's Data Protection Officer is:

Veritau Limited
County Hall
Racecourse Lane
Northallerton
DL7 8AL
01609 532526

2. The contact details of the Contractor's Data Protection Officer is:



3. Pursuant to Section 16 of the Contract, the Contractor shall process the Personal Data as follows and any further instructions from the Employer shall be incorporated into this Schedule 2.

Description	Details
Subject matter of the processing	The Contractor processes the Personal Data under the Contract for the purposes set out in the Contract and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the provision of the Orders and works. Contractor is a data processor
Duration of the processing	Employer (Life of tenancy agreement with resident) 
Nature and purposes of the processing	Personal information will be processed in order for professionals to be contacted in relation to the work carried out. This will include out of hours emergency contact details for Contractors. This will also include Special Category data that will be issued to the contractor by the employer.

¹ To be completed before contract is entered.

<p>Type of Personal Data being processed.</p>	<p>Personal Data of contractor shared with resident: Name, Contact Details, Out of hours contact details.</p> <p>Personal Data of resident shared with contractor: Name, Address, Telephone number Medical history details Physical health information Mental health information</p>
<p>Categories of Data Subject</p>	<p>Depending on the circumstances, the Personal Data may concern one or more of the following categories of Data Subjects (as determined by the Employer or agreed between the Parties) and such other categories as the Employer may specify or the Parties may agree from time to time:</p> <p>Contractors Sub-contractors Staff</p>
<p>Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under union or member state law to preserve that type of Personal Data</p>	<p>Data will be retained for the length of the contract and then destroyed at termination of contract.</p> <p>Data shall be returned to the Employer at the end of the contract by the contractor.</p> <p>The Employee will retain the data for Life of tenancy agreement with resident</p>

Schedule 3

NOT USED

Schedule 4

KPIs

1.1 The KPIs set out in the table below shall be used to measure the performance of provision of the Works by the Contractor:

1.2 For contracts worth over £5m there are publication requirements set out under the Procurement Act 2023. All KPI's require publication, however three will be reported as part of this Contract, these will include KPI 93,95,96 the Contractor's performance will be published in respect of these three KPIs only.

Ref	Performance measurements	frequency	Key Indicator	Service level performance measure
93	Reporting KPI: In the agreed format outlined at inception, reports to be received no later than the 26th of the month post Month / Quarter end date.	Monthly / Quarterly as per F98	Submission on time Quality and accuracy	100%
94	Resident Satisfaction KPI: percentage of residents strongly satisfied or satisfied with the completed works. Target: 90% or above satisfaction.	Quarterly Reporting	Resident Feedback Questionnaire responses <ul style="list-style-type: none"> • Green rating:90% and above • Amber Threshold: 80% - 90% • Red threshold: Below 85% 	90%
95	Defects Completed on Time KPI: Percentage of reported defects resolved within the agreed SLA (7	Quarterly Reporting	<ul style="list-style-type: none"> • Green threshold: 98% and above • Amber threshold: 90% – 97% 	98%

	working days). Target: 98% or more resolved on time.		<ul style="list-style-type: none"> Red threshold: Below 90% 	
96	Number of Complaints Upheld KPI: Number of formal complaints upheld per 100 properties. Target: 3 or fewer complaints per 100 properties installed.	Quarterly Reporting	<ul style="list-style-type: none"> Green threshold: 0–2 Amber threshold: 3–5 Red threshold: 6+ 	3%
97	Social Value Delivery KPI: Delivery of the agreed Social Value commitments in line with the successful bidders tender submission Target: 75% delivery of agreed Social Value commitments within specified timeframes. <ul style="list-style-type: none"> Green: 100% delivery Amber: 75% – 99% delivery Red: Below 75% delivery 		Measurement: The Contractor shall work with the Authority to finalise a set of specific Social Value outputs prior to contract commencement, based on the Social Value offer submitted within their tender. These may include, but are not limited to, employment and training opportunities for local residents, support for local community initiatives, environmental improvements, or engagement with schools and colleges	To be agreed post contract award

- 1.3 The Contractor shall undertake the Works in such a manner as will ensure that the Achieved KPIs are equal to or higher than the corresponding Target KPI during the Term of this Contract.
- 1.4 The Contractor shall monitor its performance against each Target KPI during the Term and shall send the Employer a monthly report detailing the Achieved KPIs.
- 1.5 The Contractor acknowledges that the Employer has an obligation to assess and publish information on the Contractor’s performance against the KPIs in accordance with the Procurement Act 2023. The

Employer shall use the rating system below when publishing information about the Contractor's performance. The rating system shall be subject to agreement between the Parties on commencement of the Contract. In the absence of agreement, the Employer shall have the discretion to determine the rating system. The Employer accepts no liability for any losses incurred due to the publication of information on Contractor performance.

KPI	Rating	Description	%
KPI 1 [Insert Description]	Good	Performance is meeting or exceeding the KPI	[NUMBER]% or above
	Approaching Target	<i>Performance is close to meeting the KPI</i>	[NUMBER]%- [NUMBER]%
	Requires Improvement	<i>Performance is below the KPI</i>	[NUMBER]%- [NUMBER]%
	Inadequate	<i>Performance is significantly below the KPI</i>	[NUMBER]% or less
	Other	<i>Performance cannot be described as good, approaching target, requires improvement or inadequate</i>	N/A
KPI 2 [Insert Description]	Good	Performance is meeting or exceeding the KPI	[NUMBER]% or above
	Approaching Target	<i>Performance is close to meeting the KPI</i>	[NUMBER]%- [NUMBER]%
	Requires Improvement	<i>Performance is below the KPI</i>	[NUMBER]%- [NUMBER]%
	Inadequate	<i>Performance is significantly below the KPI</i>	[NUMBER]% or less
	Other	<i>Performance cannot be described as good, approaching target, requires improvement or inadequate</i>	N/A
KPI 3 [Insert Description]	Good	Performance is meeting or exceeding the KPI	[NUMBER]% or above
	Approaching Target	<i>Performance is close to meeting the KPI</i>	[NUMBER]%- [NUMBER]%
	Requires Improvement	<i>Performance is below the KPI</i>	[NUMBER]%- [NUMBER]%
	Inadequate	<i>Performance is significantly below the KPI</i>	[NUMBER]% or less
	Other	<i>Performance cannot be described as good, approaching target, requires improvement or inadequate</i>	N/A

- 1.6 The Employer may (in its absolute discretion) review the Target KPIs. Any amendments proposed to the Target KPIs by the Employer shall be adopted where they are agreed by the Contractor and documented in writing.

APPENDIX ONE

Form of Contractor Warranty

DATED 20[]

[THE BENEFICIARY]

[THE CONTRACTOR]

CONTRACTOR WARRANTY

relating to []

CONTRACTOR WARRANTY dated

20[]

BETWEEN

- (1) **[THE BENEFICIARY]** (registration number []) whose registered office is at [] (the "Beneficiary")
- (2) **[THE CONTRACTOR]** (company number []) whose registered address is [] (the "Contractor")
- (3) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, DL7 8AD (the "Employer")

RECITALS

- (A) The Contractor carries on business as a contractor and has been appointed by The North Yorkshire Council upon terms and conditions contained in the Contract (as hereinafter defined). The Employer placed an Order with the Contractor.
- (B) The Beneficiary has an interest/will have an interest in the Works or a part or parts of the Works.
- (C) The Contractor has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 DEFINITIONS AND INTERPRETATION

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

"Business Days" means any day on which, clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally), open during banking hours for business.

"Contract" means the JCT Measured Term Contract 2024 as amended dated [] entered into between the Contractor and the Employer (and any further agreement(s) varying or supplementing it) for the Works;

"Documents" means all plans, drawings, specifications, calculations, models and other documents (including information technology material and computer assisted design material) prepared by or on behalf of the Contractor in relation to the Works and all revisions and additions whether in existence or still to be made;

"Order" means an order instructed under the Contract;

"Prohibited Materials" means materials or products:

- 1.1.1 which, at the time of specification, are not approved or not recommended by or otherwise not in accordance with the current British Standards Specifications and Codes of Practice or European Union equivalent or in accordance with good building practice;
- 1.1.2 which, at the time of specification, are not in accordance with the guidance for good practice in the selection of materials as set out in "Good Practice in the Selection of Construction Materials" issued by the British Council for Offices; or
- 1.1.3 which, at the time of specification, are or are generally known in the construction industry to be of deleterious, hazardous, unsatisfactory, unsuitable, unhealthy, harmful or unsafe quality to the integrity of buildings.

"Required Standard" means all the reasonable skill, care and diligence to be expected of a duly qualified and experienced designer experienced in undertaking the design of work similar size in scope, character and complexity to the Works;

"Works" means the maintenance and minor construction of [].

- 1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.
- 1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.
- 1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.
- 1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 CONSIDERATION

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

3 DUTY OF CARE

- 3.1 The Contractor warrants and undertakes to the Beneficiary that:
 - 3.1.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Contract, including:
 - (a) carry out and complete the Works properly; and
 - (b) use workmanship and materials of the quality and standard specified in the Contract;
 - 3.1.2 the design for which it is responsible pursuant to the Contract has been and will be carried out using the Required Standard; and
 - 3.1.3 it will maintain all required insurances in accordance with the Contract.
- 3.2 The Contractor shall be entitled in any action or proceedings by the Beneficiary to raise equivalent rights in defence of liability (except for set off or counterclaim under the Contract) as it would have against the Employer under the Contract, and shall have no liability under this warranty that is of greater scope or of longer duration than it would have had if the Beneficiary had been a party to the Contract as joint employer.
- 3.3 The Contractor shall have no liability to the Beneficiary in respect of any delay in the completion of the Works howsoever caused save to the extent that the liability arises under the Contract and the Beneficiary has exercised its right to step in under clause 5 and liquidated damages are payable to the Beneficiary or its appointee following step pursuant to and in accordance with the Contract.

4 PROHIBITED MATERIALS

The Contractor warrants that it has exercised and will continue to exercise the Required Standard to see that none of the Prohibited Materials have been or will be specified for use or used in relation to the Works or any part or parts thereof. If the Contractor becomes aware that he or any person has specified, approved or used any Prohibited Materials then he shall immediately notify the Beneficiary.

5 STEP IN

- 5.1 The Contractor covenants with the Beneficiary that in the event of default or the forfeiture or other determination of the Contract at any time the Contractor will, if so required by notice in writing given by the Beneficiary in accordance with clauses 5.4.1 to 5.4.4 inclusive accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer upon the terms and conditions of the Contract and the Employer acknowledges that the Contractor shall be entitled to rely on the notice given to the Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.
- 5.2 The Contractor hereby covenants that it will not exercise nor seek to exercise any right to terminate or treat as terminated the Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Contract without first giving to the Beneficiary prior written notice specifying the Contractor's ground for terminating or treating as terminated the Contract and/or its employment and/or discontinuing or suspending its performance under the Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective notice to withhold payment has been given the Contractor shall give not less than 7 days' notice otherwise the Contractor shall give not less than 28 days' notice.
- 5.3 Compliance by the Contractor with the provisions of clause 5.2 shall not be treated as a waiver of any breach on the part of the Employer giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause 5.4.
- 5.4 Within the relevant notice period referred to in clause 5.2 the Beneficiary or its appointee may give written notice to the Contractor:
- 5.4.1 acknowledging that it assumes all the obligations of the Employer;
 - 5.4.2 requiring the Contractor to continue with the performance of its duties and obligations under the Contract;
 - 5.4.3 undertaking unconditionally to the Contractor to pay to the Contractor within 10 Business Days after the date of the notice under this clause 5.4 any sums which have become properly due and payable to the Contractor under the Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Contractor from the appointee; and
 - 5.4.4 undertaking unconditionally to pay to the Contractor any further sums which shall become properly due whether accruing before or after the date of the notice and whether determined before or after the date of the notice and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Contractor from the appointee.
- 5.5 In the event of the Beneficiary or their appointee giving notice to the Contractor in accordance with clause 5.1 or clause 5.4 the Contract shall continue in full force and effect and in all respects as if the Contract had been made between the Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Employer (but without prejudice to any rights of recovery of the Contractor from the Employer) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.

- 5.6 The Employer confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.
- 5.7 Where the Contractor has issued a notice pursuant to clause 5.2 notwithstanding that as between the Employer and the Contractor the Contractor's right of determination of the Contract may not have arisen, the provisions of clause 5.5 shall nevertheless apply if the Beneficiary gives notice to the Contractor and the Employer to that effect and the Beneficiary complies with the requirement on his part under clause 5.4.
- 5.8 The Beneficiary has no liability to the Contractor in respect of fees and expenses under the Contract unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.
- 5.9 The Beneficiary has no authority to issue any direction or instruction to the Contractor in relation to the performance of the Contractor's obligations under the Contract unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.]

6 COPYRIGHT AND MORAL RIGHTS

- 6.1 The copyright in the Documents provided or to be provided by the Contractor in connection with the Works shall remain vested in the Contractor but the Contractor grants to the Beneficiary an unconditional, royalty free, non-exclusive, irrevocable licence to copy, use and reproduce the Documents (including the designs contained in them) for any purpose related to the Works including (but without limitation) the construction, completion, maintenance, reconstruction, repair, letting, use, sale and advertisement of the Works. The licence shall enable the Beneficiary to copy and use the Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works. The Beneficiary and its appointees shall be entitled to assign the licence or grant sub-licences to any persons without the consent of the Contractor being required. The Contractor shall not be liable for any such use by the Beneficiary or its appointees of any of the Documents for any purpose other than that for which the Documents were prepared by or on behalf of the Contractor. The licence granted under this clause 6.1 shall continue in force notwithstanding the expiry or termination of the Contractor employment under the Contract.
- 6.2 The Contractor unconditionally and irrevocably waives (and shall ensure that any sub-consultants waive), in respect of the Documents, the Works, all moral rights to which the Contractor (or any relevant sub-consultants or sub-contractors) may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any other applicable laws. This waiver is made in favour of the Beneficiary and shall extend to the Beneficiary's sub-licensees, assignees and successors in title in accordance with this warranty.
- 6.3 As and when requested by the Beneficiary, the Contractor shall provide the Beneficiary with copies of the Documents (in such format and manner as the Beneficiary may reasonably request, which for the avoidance of doubt shall include upload to a web based system) but subject to reimbursement of the Contractor's reasonable expenses in complying with such request. Without prejudice the foregoing, if the Contractor uses computer aided design in preparing the Documents, the Contractor shall supply the Beneficiary with such copies of updated computer files on disc throughout the course of the design, and such drawings and information throughout the construction of the Works, as the Beneficiary may reasonably require, subject to reimbursement of the Contractor's reasonable expenses in complying with such request.
- 6.4 The Contractor will indemnify the Beneficiary against all expenses, losses, costs and claims or proceedings suffered or incurred by the Beneficiary arising out of or in connection with the infringement of alleged infringement of any copyright, design right, registered design, patent or other intellectual property rights of third parties by reason of the carrying out of its obligations under this warranty.

7 ASSIGNMENT

7.1 The Contractor may not without the consent of the Beneficiary assign its rights under this warranty.

7.2 The Beneficiary may (without the consent of the Employer and the Contractor) assign the benefit of this warranty and/or its rights under this:

7.2.1 to any mortgagee and by way of re-assignment on redemption; and

7.2.2 on two other occasions only.

Further assignments shall be permitted with the consent of the Employer and the Contractor, such consent not to be unreasonably withheld or delayed.

7.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause 7.2.2.

7.4 The Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Works shall escape loss resulting from such breach by reason of the disposal of its interest in the Works.

8 NOTICES

8.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

8.2 Notices may be served by personal delivery, or pre-paid registered or recorded delivery mail.

8.3 Notices and communications shall be deemed to have been served or received in the case of:

8.3.1 personal delivery, on the date of delivery;

8.3.2 pre-paid registered or recorded delivery mail, on the second Business Day after the notice of communication is posted.

9 MISCELLANEOUS

9.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Contractor in the absence of this warranty.

9.2 The Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

9.2.1 the appointment by the Beneficiary of any person to survey the Works or to monitor the carrying out of the Works or to inspect any documents relating to the Works on behalf of the Beneficiary or the failure to appoint such a person; or

9.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

11 LAW

This warranty 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.

12 LIMITATION PERIOD

Upon the expiration of twelve (12) years from the date of practical completion of the Works in accordance with the Contract or termination of the employment of the Contractor under the Contract if earlier, the liability of the Contractor under this warranty shall cease and determine, save in relation to any action or proceedings commenced by the Beneficiary against the Contractor prior thereto.

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

Signed as a deed by
[BENEFICIARY] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

Signed as a deed by
[CONTRACTOR] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

Executed as a deed (but not delivered until the date hereof) by **The North Yorkshire Council** affixing the common seal in the presence of:

.....
Authorised Officer Signature

.....
Authorised Officer Name

APPENDIX TWO

Form of Sub Contractor Warranty

DATED 20[]

[THE BENEFICIARY]

[THE SUB CONTRACTOR]

[THE CONTRACTOR]

SUB CONTRACTOR WARRANTY
relating to []

BETWEEN

- (1) **[THE BENEFICIARY]** (registration number []) whose registered office is at [] (the "Beneficiary")
- (2) **[THE SUB CONTRACTOR]** (company number []) whose registered address is [] (the "Sub Contractor")
- (3) **[THE CONTRACTOR]** (company number []) whose registered address is [] (the "Contractor")

RECITALS

- (A) The Contractor has been appointed by Employer upon terms and conditions contained in the Contract to carry out and complete the Works.
- (B) The Contractor has sub-contracted part of the Works to the Sub Contractor under the terms and conditions of the Sub Contract.
- (C) The Beneficiary has an interest/will have an interest in the Works or a part or parts of the Works.
- (D) The Sub Contractor has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 DEFINITIONS AND INTERPRETATION

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

"Business Days" means any day on which, clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally), open during banking hours for business.

"Contract" means the JCT Measured Term Contract 2024 as amended dated [] entered into between the Contractor and the Employer (and any further agreement(s) varying or supplementing it) for the Works;

"Documents" means all plans, drawings, specifications, calculations, models and other documents (including information technology material and computer assisted design material) prepared by or on behalf of the Sub Contractor in relation to the Works and all revisions and additions whether in existence or still to be made;

"Employer" means The North Yorkshire Council;

"Prohibited Materials" means materials or products:

- 1.1.1 which, at the time of specification, are not approved or not recommended by or otherwise not in accordance with the current British Standards Specifications and Codes of Practice or European Union equivalent or in accordance with good building practice;

1.1.2 which, at the time of specification, are not in accordance with the guidance for good practice in the selection of materials as set out in "Good Practice in the Selection of Construction Materials" issued by the British Council for Offices; or

1.1.3 which, at the time of specification, are or are generally known in the construction industry to be of deleterious, hazardous, unsatisfactory, unsuitable, unhealthy, harmful or unsafe quality to the integrity of buildings.

"Required Standard" means all the reasonable skill, care and diligence to be expected of a duly qualified and experienced designer experienced in undertaking the design of work similar size in scope, character and complexity to the Works;

"Sub Contract" means the sub contract entered into between the Contractor and Sub Contractor for the performance of the Sub Contract Works;

"Sub Contract Works" means the portion of the Works sub contracted by the Contractor to the Sub Contractor under the Sub Contract;

"Works" means the design and construction of [].

1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.

1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.

1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.

1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.

1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 CONSIDERATION

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

3 DUTY OF CARE

3.1 The Sub Contractor warrants and undertakes to the Beneficiary that:

3.1.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Sub Contract, including:

(c) carry out and complete the Sub Contract Works properly; and

(d) use workmanship and materials of the quality and standard specified in the Sub Contract;

3.1.2 the design for which it is responsible pursuant to the Sub Contract has been and will be carried out using the Required Standard; and

3.1.3 it will maintain all required insurances in accordance with the Sub Contract

3.2 The Sub Contractor shall be entitled in any action or proceedings by the Beneficiary to raise equivalent rights in defence of liability (except for set off or counterclaim under the Sub Contract) as it would have against the Contractor under the Sub Contract, and shall have no liability under this warranty that is of greater scope or of longer duration than it would have had if the Beneficiary had been a party to the Sub Contract as joint employer.

4 PROHIBITED MATERIALS

The Sub Contractor warrants that it has exercised and will continue to exercise the Required Standard to see that none of the Prohibited Materials have been or will be specified for use or used in relation to the Works or any part or parts thereof. If the Sub Contractor becomes aware that he or any person has specified, approved or used any Prohibited Materials then he shall immediately notify the Beneficiary.

5 STEP IN - EMPLOYER WARRANTY ONLY

5.1 The Sub Contractor covenants with the Beneficiary that in the event of default or the forfeiture or other determination of the Sub Contract at any time the Sub Contractor will, if so required by notice in writing given by the Beneficiary in accordance with clauses 5.4.1 to 5.4.4 inclusive accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor upon the terms and conditions of the Sub Contract and the Contractor acknowledges that the Sub Contractor shall be entitled to rely on the notice given to the Sub Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.

5.2 The Sub Contractor hereby covenants that it will not exercise nor seek to exercise any right to terminate or treat as terminated the Sub Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Sub Contract without first giving to the Beneficiary prior written notice specifying the Sub Contractor's ground for terminating or treating as terminated the Sub Contract and/or its employment and/or discontinuing or suspending its performance under the Sub Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective notice to withhold payment has been given the Sub Contractor shall give not less than 7 days' notice otherwise the Sub Contractor shall give not less than 28 days' notice.

- 5.3 Compliance by the Sub Contractor with the provisions of clause 5.2 shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Sub Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause 5.4.
- 5.4 Within the relevant notice period referred to in clause 5.2 the Beneficiary or its appointee may give written notice to the Sub Contractor:
- 5.4.1 acknowledging that it assumes all the obligations of the Contractor;
 - 5.4.2 requiring the Sub Contractor to continue with the performance of its duties and obligations under the Sub Contract;
 - 5.4.3 undertaking unconditionally to the Sub Contractor to pay to the Sub Contractor within 10 Business Days after the date of the notice under this clause 5.4 any sums which have become properly due and payable to the Sub Contractor under the Sub Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Sub Contractor from the appointee; and
 - 5.4.4 undertaking unconditionally to pay to the Sub Contractor any further sums which shall become properly due whether accruing before or after the date of the notice and whether determined before or after the date of the notice and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Sub Contractor from the appointee.
- 5.5 In the event of the Beneficiary or their appointee giving notice to the Sub Contractor in accordance with clause 5.1 or clause 5.4 the Sub Contract shall continue in full force and effect and in all respects as if the Sub Contract had been made between the Sub Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Contractor (but without prejudice to any rights of recovery of the Sub Contractor from the Contractor) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.
- 5.6 The Contractor confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.
- 5.7 Where the Sub Contractor has issued a notice pursuant to clause 5.2 notwithstanding that as between the Contractor and the Sub Contractor the Sub Contractor's right of determination of the Sub Contract

may not have arisen, the provisions of clause 5.5 shall nevertheless apply if the Beneficiary gives notice to the Sub Contractor and the Contractor to that effect and the Beneficiary complies with the requirement on his part under clause 5.4.

- 5.8 The Sub Contractor acknowledges that the Contractor has paid all sums properly due and owing to the Sub Contractor under the Sub Contract up to the date of this warranty.
- 5.9 The Beneficiary has no liability to the Sub Contractor in respect of fees and expenses under the Sub Contract unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.
- 5.10 The Beneficiary has no authority to issue any direction or instruction to the Sub Contractor in relation to the performance of the Sub Contractor's obligations under the Sub Contract unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.
- 5.11 Where the Sub Contractor has given rights in relation to the Sub Contract similar to those contained in this clause 5 to any other person if both the Employer and any such other person serve notice under clause 5 or its equivalent the notice served by the Employer shall prevail.]

6 COPYRIGHT AND MORAL RIGHTS

- 6.1 The copyright in the Documents provided or to be provided by the Sub Contractor in connection with the Works shall remain vested in the Sub Contractor but the Sub Contractor grants to the Beneficiary an unconditional, royalty free, non-exclusive, irrevocable licence to copy, use and reproduce the Documents (including the designs contained in them) for any purpose related to the Works including (but without limitation) the construction, completion, maintenance, reconstruction, repair, letting, use, sale and advertisement of the Works. The licence shall enable the Beneficiary to copy and use the Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works. The Beneficiary and its appointees shall be entitled to assign the licence or grant sub-licences to any persons without the consent of the Sub Contractor being required. The Sub Contractor shall not be liable for any such use by the Beneficiary or its appointees of any of the Documents for any purpose other than that for which the Documents were prepared by or on behalf of the Sub Contractor. The licence granted under this clause 6.1 shall continue in force notwithstanding the expiry or termination of the Sub Contractor employment under the Sub Contract.
- 6.2 The Sub Contractor unconditionally and irrevocably waives (and shall ensure that any sub-consultants waive), in respect of the Documents, the Works, all moral rights to which the Sub Contractor (or any relevant sub-consultants or sub-contractors) may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any other applicable laws. This waiver is made in favour of the Beneficiary and shall extend to the Beneficiary's sub-licensees, assignees and successors in title in accordance with this warranty.

- 6.3 As and when requested by the Beneficiary, the Sub Contractor shall provide the Beneficiary with copies of the Documents (in such format and manner as the Beneficiary may reasonably request, which for the avoidance of doubt shall include upload to a web based system). Without prejudice the foregoing, if the Sub Contractor uses computer aided design in preparing the Documents, the Sub Contractor shall supply the Beneficiary, at no cost, with such copies of updated computer files on disc throughout the course of the design, and such drawings and information throughout the construction of the Works, as the Beneficiary may reasonably require.
- 6.4 The Sub Contractor will indemnify the Beneficiary against all expenses, losses, costs and claims or proceedings suffered or incurred by the Beneficiary arising out of or in connection with the infringement of alleged infringement of any copyright, design right, registered design, patent or other intellectual property rights of third parties by reason of the carrying out of its obligations under this warranty.

7 ASSIGNMENT

- 7.1 The Sub Contractor may not without the consent of the Beneficiary assign its rights under this warranty.
- 7.2 The Beneficiary may (without the consent of the Sub Contractor and the Contractor) assign the benefit of this warranty and/or its rights under this

7.2.1 to any mortgagee and by way of re-assignment on redemption; and

7.2.2 on two other occasions only.

Further assignments shall be permitted with the consent of the Sub Contractor and the Contractor, such consent not to be unreasonably withheld or delayed.

- 7.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause 7.2.2.
- 7.4 The Sub Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Works shall escape loss resulting from such breach by reason of the disposal of its interest in the Works.

8 NOTICES

8.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

8.2 Notices may be served by personal delivery, or pre-paid registered or recorded delivery mail.

8.3 Notices and communications shall be deemed to have been served or received in the case of:

8.3.1 personal delivery, on the date of delivery;

8.3.2 pre-paid registered or recorded delivery mail, on the second Business Day after the notice of communication is posted.

9 MISCELLANEOUS

9.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Sub Contractor in the absence of this warranty.

9.2 The Sub Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

9.2.1 the appointment by the Beneficiary of any person to survey the Works or to monitor the carrying out of the Works or to inspect any documents relating to the Works on behalf of the Beneficiary or the failure to appoint such a person; or

9.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

11 LAW

This warranty 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.

12 LIMITATION PERIOD

Upon the expiration of twelve (12) years from the date of practical completion of the Works in accordance with the Contract or termination of the employment of the Sub Contractor under the Sub

Contract if earlier, the liability of the Sub Contractor under this warranty shall cease and determine, save in relation to any action or proceedings commenced by the Beneficiary against the Sub Contractor prior thereto.

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

Executed as a deed (but not delivered until the date hereof)
by [beneficiary] affixing the common seal in the presence of:

.....
Authorised Officer Signature

.....
Authorised Officer Name

Signed as a deed by [**SUB
CONTRACTOR**] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

Signed as a deed by
[**CONTRACTOR**] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

APPENDIX THREE

Dated _____ **20[]**

[CONTRACTOR]

[CONSULTANT]

APPOINTMENT OF AN []

in relation to works at []

THIS DEED made the [] day of [] 20[]

BETWEEN

- (1) **[THE CONTRACTOR]** (Company Registration Number []) whose registered office is at [], (**the Contractor**); and
- (2) **[INSERT COMPANY OR LLP NAME]** (Registered Number []) whose registered office is at [] (**the Consultant**)

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Business Day means any any day on which, clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally), open during banking hours for business.

CDM Regulations means the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Council means The North Yorkshire Council

Development means the maintenance and minor works including the design elements and associated works and services as described in the JCT Measured Term Contract 2024 with agreed amendments;

Documents means all plans, drawings, specifications, calculations, models, records and other documents (including information technology material and computer assisted design material) prepared by or on behalf of the Consultant in relation to the Services and the Development (including any Consultant's Model) and all revisions and additions whether in existence or still to be made.

Fee means the amount stated in (or where applicable calculated in accordance with) Part C of the Schedule as the same may be amended from time to time in accordance with this Deed.

Health & Safety Requirements means (1) all relevant Statutory Requirements relating to health and safety and the carrying out and completion of the Services and the operation and maintenance of the completed Works and (2) the Contractor's health and safety requirements and such other requirements regarding health and safety as may be notified to the Consultant by the Contractor.

Interested Party means any third party with an interest in the Development as nominated by the Contractor including but not limited to the Council;

Pay Less Notice has the meaning given to it in Clause 3.6.

Required Standard means all the reasonable skill, care and diligence to be expected of a duly qualified and experienced member of the Consultant's profession experienced in undertaking Services on development projects similar in scope, character and complexity to the Development.

Scheme means Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Services means the services to be provided by the Consultant set out in Part A of the Schedule hereto together with such other services as the Contractor may reasonably require from time to time under this Deed.

Statutory Requirements means any law, statute, directive, regulation, bye-law, rule of court, delegated or subordinated legislation and directions or guidelines issued thereunder applicable to the Services and/or the Works together with all or any stipulations or requirements from time to time of any competent authority in connection with the Services and/or the Works.

Third Party Agreement means the agreements listed at Part D of the Schedule (together with such variations to those documents that the Contractor provides to the Consultant).

Works means design and construction of the Development

1.2 In interpreting this Deed:

1.2.1 headings to Clauses shall be disregarded;

1.2.2 any reference to any statute, statutory instrument, other enactment or code of practice includes any consolidation, re-enactment, amendment or replacement of it in force from time to time;

1.2.3 obligations and liabilities assumed by more than one person in this Deed are assumed jointly and severally;

1.2.4 references to the singular shall be deemed to include the plural (and vice versa) and reference to a "person" shall be deemed to include any individual firm unincorporated association or body corporate. Words importing any gender shall include all other genders;

1.2.5 references to the Contractor shall be deemed to include its successors in title and assigns;

1.2.6 if any term or condition of this Deed is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Deed and the validity and enforceability of the remainder of this Deed shall not be affected or impaired thereby.

2 APPOINTMENT, SERVICES AND SKILL AND CARE

2.1 The Parties agree that notwithstanding the date or dates of execution of this Deed, the Consultant is deemed to have performed the Services under the terms and conditions of this Deed with effect from the date the Consultant first began to perform the Services and any payments made by the Contractor to the Consultant in respect of such services shall be treated as payments on account of the Fee.

2.2 The Consultant undertakes that it has exercised and will continue to exercise, in the performance of the Services to the Contractor, the Required Standard.

2.3 In addition (and without limitation to Clause 2.2 above) the Consultant undertakes to the Contractor:

2.3.1 to carry out and complete the Services in accordance with the terms and conditions of this Deed, in all respects to the satisfaction of the Contractor;

2.3.2 that the Consultant will use the Required Standard to see that in carrying out the Services it does not specify any material or product:

(a) which, at the time of specification, are not approved or not recommended by or otherwise not in accordance with the current British Standards Specifications and Codes of Practice or European Union equivalent or in accordance with good building practice;

- (b) which, at the time of specification, are not in accordance with the guidance for good practice in the selection of materials as set out in "Good Practice in the Selection of Construction Materials" issued by British Council for Offices; or
 - (c) which, at the time of specification, are or are generally known in the construction industry to be of deleterious, hazardous, unsatisfactory, unsuitable, unhealthy, harmful or unsafe quality to the integrity of buildings.
- 2.3.3 to comply with the Health & Safety Requirements, the Contractor's policies and procedures (as specified by the Contractor from time to time) and all Statutory Requirements in the performance of the Services including (without limitation) the CDM Regulations;
- 2.3.4 to perform the Services regularly and diligently and in full compliance with the time limits stipulated in the Part B of the Schedule and shall use its best endeavours not to delay or disrupt the progress of the Works and/or the Development;
- 2.3.5 to revise and correct free of charge any errors in the design, drawings, specifications and other items provided as part of the Services (but without limiting any other liabilities or obligations which may arise as a result of such errors);
- 2.3.6 to co-operate fully with the consultant appointed by the Contractor as lead professional for the Development; and
- 2.3.7 to fulfil its obligations under this Deed in such a manner and at such times so that no act, default, error or omission by him, or on his behalf, causes or contributes to any breach by the Contractor of its obligations under or pursuant to any Third Party Agreement.

3 PAYMENT

- 3.1 The Contractor shall pay the Consultant the Fee for the proper performance of the Services in accordance with this Clause 3 and the provisions set out in Part C of the Schedule. The Fee so payable is inclusive of all costs, expenses and outlays and exclusive of Value Added Tax.
- 3.2 Upon or after each date established in accordance with Part C of the Schedule the Consultant shall submit an application for payment specifying the sum that the Consultant considers will become due at the relevant due date for payment and the basis on which that sum is calculated. The due date for payment of each periodic/stage payment shall be the date falling 7 days after the Contractor receives the application for payment.
- 3.3 Within 5 days of the due date for payment the Contractor shall issue a payment notice setting out the sum the Contractor considers to be due or have been due at the due date for payment and the basis on which that sum was calculated. Subject to Clause 3.6, the sum set out in the payment notice shall be paid by the final date for payment. The final date for any payment under this Clause 3.3 shall be 30 days from the due date for payment.
- 3.4 The Contractor shall pay to the Consultant the total amount of Value Added Tax properly chargeable by the Consultant.
- 3.5 Subject always to compliance with Clause 3.6 the Contractor may deduct from any payments due to the Consultant under Clause 3.2 any sums which may become due to the Contractor from the Consultant pursuant to this Deed and/or under or in connection with any other contract or agreement between the Contractor and the Consultant.
- 3.6 Where the Contractor intends to pay less than the sum otherwise due it shall give a notice to the Consultant of its intention to do so not less than 1 day before the final date for payment (a "Pay Less Notice"). The Pay Less Notice must set out the sum the Contractor considers due as at the date the Pay Less Notice is served and the basis on which that sum is calculated. The sum specified in the Pay Less Notice, if any, must be paid to the Consultant by the final date for payment.

- 3.7 Where any sum due under this Deed is not paid in full by the final date for payment and no effective Pay Less Notice has been given in accordance with Clause 3.6 the Consultant shall upon giving 5 Business Days' notice to the Contractor have the right to suspend performance of all or part of his obligations under this Deed. The right to suspend performance shall cease where the Contractor makes payment in full of the amount due and the Consultant shall recommence the provision of the Services as soon as possible thereafter.
- 3.8 The Consultant shall be entitled to simple interest on overdue amounts at a rate of 2 (two) per cent above the Bank of England base rate from time to time in force for the period from the expiry of the time within which the amount due is to be paid until the date of actual payment by the Contractor. The Consultant and the Contractor agree that the provisions in this Deed for the payment of interest constitute a substantial remedy for late payment of any sum payable under this Deed in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1988, as amended by the Late Payment of Commercial Debts Regulations 2002.

4 VARIATION TO SERVICES

At any time during the Consultant's engagement under this Deed the Contractor may issue a written instruction for the variation of the services listed in Part A of the Schedule (whether to increase, omit or otherwise alter them). In the event of such a written instruction then a fair and reasonable adjustment to the Fee shall be made in respect of any such instruction, such adjustment being as agreed by the Parties, failing which being calculated in accordance with the hourly rates specified in Part C of the Schedule. The Consultant agrees that it shall not be entitled to any compensation for any loss of profit, loss or contracts arising out of or in connection with any such variation including, for the avoidance of doubt any omissions from the Services.

5 KEY PERSONNEL AND OTHER PERSONNEL

For the duration of the provision of the Services the Consultant must maintain such suitably qualified and competent staff as will allow the Consultant to fulfil its obligations under this Deed. The Consultant shall not replace any personnel agreed with the Contractor are "key personnel" for the Development without the Contractor's consent.

6 COPYRIGHT

- 6.1 The copyright in the Documents provided or to be provided by the Consultant in connection with the Works shall remain vested in the Consultant but the Consultant grants to the Contractor an unconditional, royalty free, non-exclusive, irrevocable licence to copy, use and reproduce the Documents (including the designs contained in them) for any purpose related to the Works and/or the Development including (but without limitation) the construction, completion, maintenance, reconstruction, alteration, modification, extension, repair, letting, use, sale and advertisement of the Works and/or the Development. The Contractor and its appointees shall be entitled to assign the licence or grant sub-licences to any persons without the consent of the Consultant being required. The Consultant shall not be liable for any such use by the Contractor or its appointees of any of the Documents for any purpose other than that for which the Documents were prepared or provided by the Consultant. The licence granted under this clause 6.1 shall continue in force notwithstanding the expiry or termination of the Consultant's employment under this Deed.
- 6.2 The Consultant unconditionally and irrevocably waives (and shall ensure that any sub-consultants waive), in respect of the Documents, the Works and the Development, all moral rights to which the Consultant (or any relevant sub-consultants or sub-contractors) may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any other applicable laws. This waiver is made in favour of the Contractor and shall extend to the Contractor's sub-licensees, assignees and successors in title in accordance with this Deed.
- 6.3 As and when requested by the Contractor, the Consultant shall provide the Contractor with copies of the Documents (in such format and manner as the Contractor may request, which for the avoidance of doubt shall include upload to a web based system). Without prejudice the foregoing, if the Consultant uses computer aided design in preparing the Documents, the Consultant shall supply the Contractor, at no cost, with such copies of updated computer files on disc throughout the course of

the design, and such drawings and information throughout the construction of the Development, as the Contractor may reasonably require.

- 6.4 The Consultant will indemnify the Contractor against all expenses, losses, costs and claims or proceedings suffered or incurred by the Contractor arising out of or in connection with the infringement or alleged infringement of any copyright, design right, registered design, patent or other intellectual property rights of third parties by reason of the carrying out of its obligations under this Deed.

7 INSURANCE

- 7.1 The Consultant warrants that it has effected and shall maintain for a period of not less than twelve (12) years from the date that the Consultant last carried out services under this Deed professional indemnity insurance, upon customary and usual terms, for not less than £2,000,000.00 (Two Million Pounds) for any one claim with insurers or underwriters licensed to transact insurance in the United Kingdom, provided always that such insurance is generally available in the market to members of the Consultant's profession experienced in carrying out services for a project of a similar size, scope and complexity to the Development at commercially reasonable rates. The Consultant shall immediately inform the Contractor if such insurance as is required by this clause ceases to be available at commercially reasonable rates in order that the Consultant and the Contractor can discuss means of best protecting the respective positions of the Contractor and the Consultant in respect of the Works in the absence of such insurance. Any increased or additional premiums required by insurers by reason of the Consultant's own claim record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

- 7.2 The Consultant must also effect and maintain:-

7.2.1 public and product liability insurance with a limit of indemnity for not less than £10,000,000.00 (Ten Million Pounds) for any one claim; and

7.2.2 employer's liability insurance against any liability which may arise in respect of any person employed by the Consultant in connection with the Services for not less than £10,000,000.00 (Ten Million Pounds) for any one claim; and

7.2.3 cyber insurance with a limit of indemnity for not less than £500,000.00 (Five Hundred Thousand Pounds) for any one claim,

in each case with insurers or underwriters licensed to transact insurance in the United Kingdom and must maintain such insurance until the date upon which the Services have been completed.

- 7.3 The Consultant shall indemnify the Contractor against all claims, liability or loss in respect of personal injury including death to any person or damage to any property (other than the Works / Development) arising out of or in connection with the failure to perform its obligations under this Deed to the extent that this is due to the negligence or fault of the Consultant or its employees, agents or contractors.
- 7.4 As and when reasonably requested to do so by the Contractor, the Consultant shall produce for inspection documentary evidence which establishes to the Contractor's reasonable satisfaction that the insurances required by this Clause are being maintained.

8 PUBLICITY AND CONFIDENTIALITY

Save as required by law or as may be necessary for the proper performance of its duties the Consultant shall not during its engagement under this Deed or following termination of its engagement hereunder disclose to any third party or make use of any information relating to the Works and/or the Development.

9 RECORDS AND REPORTING

The Consultant shall promptly during the term of this Deed, make available to the Contractor at all reasonable times on reasonable notice any contract, note, file, correspondence, information and document (howsoever recorded) relating to the performance of the Services to enable the Contractor

to fully and effectively comply with the requirements of any authority, all Statutory Requirements and/or as the Contractor may reasonably require to comply with its or their own internal accounting, audit and legal requirements. The Consultant shall keep full and up-to-date accounting books and records to the Contractor's reasonable satisfaction to enable it to carry out effective audit and control of all payments made or due to be made pursuant to this Deed. Such books and records shall be retained by the Consultant for a period of at least six years after completion of the Works.

10 PROVISION OF COLLATERAL WARRANTIES

Within 10 Business Days from receipt of a written request from the Contractor which requires the Consultant's execution of a collateral warranty and identifies the Interested Party who is to be the beneficiary of the warranty the Consultant shall execute as a deed and deliver the collateral warranty in the form annexed at Schedule 2 to the Contractor or as it may direct. It is a condition precedent to any payment of monies due to the Consultant that the Consultant has at the time such payment falls to be made delivered all collateral warranty agreements and/or reliance letters then required under this Deed.

11 TERMINATION AND SUSPENSION

11.1 The Contractor may terminate the Consultant's engagement under this Deed at any time upon 10 Business Days' notice in writing to the Consultant.

11.2 Either Party may terminate its engagement under this Deed if:

11.2.1 the other Party is in material breach of its obligations and fails to remedy the same after receiving a 20 Business Days' notice from the innocent Party specifying the breach and requiring its remedy; or

11.2.2 the other Party becomes bankrupt or makes a composition or arrangement with its creditors or (being a company) has a winding up order made or (except for the purposes of reconstruction of a solvent company) a resolution for voluntary winding up is passed or a receiver administrator or manager of his business or undertaking is duly appointed.

11.3 Within 7 Business Days of the termination of the Consultant's engagement under this Deed the Consultant shall deliver to the Contractor all plans, drawings, specifications, calculations and other documents relating to the Development and the Works, so far as the same are in the possession or under the control of the Consultant.

11.4 The termination of the Consultant's engagement under this Deed, howsoever arising, shall be without prejudice to the rights and remedies of either Party in relation to any omission or default of the other prior to such termination.

11.5 The Contractor may by written notice require the Consultant to suspend performance of all or any of the Services. The Consultant shall resume performance of suspended Services forthwith upon receipt of a written instruction from the Contractor.

12 ASSIGNMENT, NOVATION AND SUB-CONTRACTING

12.1 This Deed is personal to the Consultant and the Consultant may not assign, transfer or sublet whether in whole or in part, any of its obligations under this Deed without the prior written consent of the Contractor. The Contractor may assign the benefit of this Deed.

12.2 Where the Contractor consents to the sub-letting of the whole or any part of the Consultant's duties under this Deed such consent shall be without prejudice to the Consultant's continuing obligation to ensure that the sub-let Services are and continue to be performed at all times in accordance with the requirements of this Deed. The Contractor as a condition of granting consent to any sub-letting of the Services may require the Consultant to procure a collateral warranty from the relevant sub-consultant (in a form acceptable to the Contractor) in favour of the Contractor or any Interested Party.

13 SETTLEMENT OF DISPUTES

Each Party shall have the right to refer any dispute arising under or in connection with this Deed or the Services for adjudication in accordance with the Scheme.

14 CONDUCT, BRIBERY ACT AND BLACKLISTING

14.1 The Consultant represents, warrants and undertakes to the Contractor that:

14.1.1 in carrying out its obligations under this Deed, neither it nor any of its officers, employees, directors or agents shall, directly or indirectly offer, promise, pay or give, or authorise any offer, promise, payment or gift of money or anything else of value to any person, either as an improper inducement to make, or as an improper reward for making, any decision favourable to the interests of the Contractor or the Consultant;

14.1.2 neither it nor any of its officers, employees, directors or agents has any connection with the Council or the Contractor nor any of the Council's or the Contractor's officers, employees, directors or agents that has not been disclosed to the Contractor;

14.1.3 the information in relation to the matters referred to in Clauses 14.1.1 and 14.1.2 provided to the Contractor following any request from the Contractor is complete, accurate and not misleading.

14.2 Notwithstanding any other provision of this Deed, if the Contractor becomes aware of what it determines in good faith to be a breach of the above representations and warranties, or the Consultant or any of its officers, employees, directors or agents employed by or acting on behalf of the Consultant shall have committed an offence under the Bribery Act 2010 the Contractor is entitled to terminate the engagement of the Consultant under this Deed, and any other agreement between the Parties, with immediate effect.

14.3 The Consultant represents, warrants and undertakes to the Contractor that it and its officers, employees, directors and agents shall comply in all respects with the Employer Relations Act 1999 (Blacklists) Regulations 2010. If the Contractor becomes aware of what it determines in good faith to be a breach of the above representation and warranty the Contractor is entitled to terminate the employment of the Consultant under this Deed and any other agreement between the Parties, with immediate effect.

15 LIABILITY PERIOD

No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date that the Consultant last carried out services under this Deed.

16 THIRD PARTY RIGHTS

This Deed does not create any right enforceable by any person not a party to it (whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise).

17 WAIVERS, APPROVALS AND CUMULATIVE REMEDIES

17.1 Failure by either Party at any time to enforce any provision of this Deed against the other shall not be construed as a waiver of such entitlement and shall not affect the right of the relevant Party to enforce any provision in accordance with its terms. The rights and/or remedies of either Party may only be waived by formal written waiver which is signed by a duly authorised representative of the Party waiving its rights and which makes express and unequivocal reference to waiver being made pursuant to this Clause

17.2 No approval, comment, instruction, inspection, inspection or communication by or on behalf of the Contractor, shall in anyway release or discharge any liability of the Consultant to the Contractor.

17.3 The rights and remedies provided in this Deed for the benefit of or in favour of either Party are cumulative and do not exclude any other right or remedy provided at law unless expressly stated

otherwise. No failure or neglect on the part of either Party to exercise such rights or remedies and no single or partial exercise of them precludes any further or other exercise of such rights and remedies.

18 ENTIRE AGREEMENT

- 18.1 This Deed shall constitute the entire agreement between the Contractor and the Consultant and will replace any previous agreement between the Contractor and the Consultant relating to the Works. Without prejudice to any liability the Contractor may have in respect of fraudulent misrepresentation, the Consultant hereby acknowledges and confirms to the Contractor that in entering into this Deed it has placed no reliance upon any statement, representation or warranty made or given by the Contractor during the course of negotiations which is not reflected in the body of this Deed or any documents referred to herein.
- 18.2 Any and all additions, amendments and/or modifications to the terms and conditions of this Deed must be in writing and shall only be binding if signed by the original signatories to this Deed or other duly authorised representatives of the Contractor and the Consultant.

19 NOTICES

- 19.1 Any notice given under this Deed by the Consultant or any notice of suspension, determination, litigation, adjudication or arbitration to be given by the Contractor to the Consultant under this Deed shall be in writing and shall be deemed to be properly served only if sent by Recorded Signed For or Special Delivery post to the address for each Party specified in this Deed or to such other address as may have been previously notified in writing to the other Party with specific reference to this clause as being a substitute address for service of notices. Any notice sent by Recorded Signed For or Special Delivery post shall be deemed to have been duly served at the expiration of forty-eight hours after the time of posting. In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Party concerned and posted to the place to which it is so addressed in accordance with this Clause.
- 19.2 All other notices given by the Contractor to the Consultant under this Deed will be in writing (which for the avoidance of doubt includes email) and will be made by any effective means to any recognised person or place of business of the Consultant, including but not limited to delivery by email, hand delivery, post and facsimile.

20 LAW

- 20.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed is subject in all respects to English law and subject to clause 13 all disputes and differences that arise under or in connection with this Deed shall be subject to the jurisdiction of the English courts.

IN WITNESS WHEREOF this Deed has been executed by the parties as follows on the date or dates stated

[INSERT EXECUTION CLAUSE]

SCHEDULE 1

PART A - SERVICES

The services to be provided are as follows:

[insert]

PART B – TIMEFRAMES FOR SERVICES

[Insert]

PART C – FEE

Fee

- 1 The Fee will be the lump sum of £[insert amount] [(of which £[insert amount if applicable] has been paid and the Consultant acknowledges receipt)]

Payment Periods

- 2 The periodic/stage payments are as follows:-

Hourly Rates

- 3 The hourly rates are as follows:-

Costs, Expenses and Outlays

[insert]

PART D – THIRD PARTY AGREEMENTS

- (a) [building contract between the Contractor and the Council]
- (b) [insert]

APPENDIX FOUR

Form of Consultant Warranty

DATED 20[]

[THE CONSULTANT]

[THE BENEFICIARY]

[THE CONTRACTOR]

CONSULTANT WARRANTY

relating to []

CONSULTANT WARRANTY dated

20[]

BETWEEN

- (1) **[THE CONSULTANT]** (registration number []) whose registered office is at [] (the **"Consultant"**)
- (2) **[THE BENEFICIARY]** (registration number []) whose registered office is at [] (the **"Beneficiary"**)
- (3) **[THE CONTRACTOR]** (company number []) whose registered address is [] (the **"Contractor"**)

RECITALS

- (A) By the Appointment, the Contractor has appointed the Consultant to carry out and complete the Services in relation to the Development on the terms set out therein.
- (B) The Beneficiary has an interest in the Development.
- (C) The Consultant has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 DEFINITIONS AND INTERPRETATION

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

"Appointment" means an appointment document dated [] made between (1) the Contractor and (2) the Consultant for the carrying out of the Services;

"Business Days" means any day on which, clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally), open during banking hours for business.

"Contract" means the JCT Measured Term Contract 2024 as amended dated [] entered into between the Contractor and The North Yorkshire Council (and any further agreement(s) varying or supplementing it) for the maintenance and minor works including design elements of the Works at the Development;

"Contractor" means [insert details of Contractor under the Appointment]

"Development" means [insert description of Development]²

"Documents" means all plans, drawings, specifications, calculations, models, records and other documents (including information technology material and computer assisted design material) prepared by or on behalf of the Consultant in relation to the Development and all revisions and additions whether in existence or still to be made;

"Employer" means The North Yorkshire Council;

"Prohibited Materials" means materials or products:

- 1.1.1 which, at the time of specification, are not approved or not recommended by or otherwise not in accordance with the current British Standards Specifications and Codes of Practice or European Union equivalent or in accordance with good building practice;
- 1.1.2 which, at the time of specification, are not in accordance with the guidance for good practice in the selection of materials as set out in "Good Practice in the Selection of Construction Materials" issued by the British Council for Offices; or
- 1.1.3 which, at the time of specification, are or are generally known in the construction industry to be of deleterious, hazardous, unsatisfactory, unsuitable, unhealthy, harmful or unsafe quality to the integrity of buildings.

"Required Standard" means all the reasonable skill, care and diligence to be expected of a duly qualified and experienced member of the Consultant's profession experienced in undertaking Services on development projects similar in scope, character and complexity to the Development

"Services" means the services to be carried out by the Consultant under the Appointment in connection with the Development;

- 1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.
- 1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.
- 1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.
- 1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 CONSIDERATION

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

3 DUTY OF CARE

- 3.1 The Consultant warrants and undertakes to the Beneficiary that:
 - 3.1.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Appointment;

- 3.1.2 it has exercised and shall continue to exercise the Required Standard when performing the Services; and
 - 3.1.3 it will maintain all required insurances in accordance with the Appointment.
- 3.2 The Consultant shall be entitled in any action or proceedings by the Beneficiary to raise equivalent rights in defence of liability (except for set off or counterclaim under the Appointment) as it would have against the Contractor under the Appointment, and shall have no liability under this warranty that is of greater or of longer duration than it would have had if the Beneficiary had been a party to the Appointment as joint employer.

4 PROHIBITED MATERIALS

The Consultant warrants that it has exercised and will continue to exercise the Required Standard to see that none of the Prohibited Materials have been or will be specified for use or used in relation to the Development or any part or parts thereof. If the Consultant becomes aware that he or any person has specified, approved or used any Prohibited Materials then he shall immediately notify the Beneficiary.

5 STEP-IN³

- 5.1 The Consultant covenants with the Beneficiary that in the event of default or the forfeiture or other determination of the Appointment at any time the Consultant will, if so required by notice in writing given by the Beneficiary in accordance with clauses 5.4.1 to 5.4.4 inclusive accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor upon the terms and conditions of the Appointment and the Contractor acknowledges that the Consultant shall be entitled to rely on the notice given to the Consultant by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.
- 5.2 The Consultant hereby covenants that it will not exercise nor seek to exercise any right to terminate or treat as terminated the Appointment and/or its employment or discontinue or suspend the performance of any of its obligations under the Appointment without first giving to the Beneficiary prior written notice specifying the Consultant's ground for terminating or treating as terminated the Appointment and/or its employment and/or discontinuing or suspending its performance under the Appointment. If the grounds are that sums which are due have not been paid by the final payment date and no effective notice to withhold payment has been given the Consultant shall give not less than 7 days' notice otherwise the Consultant shall give not less than 28 days' notice.
- 5.3 Compliance by the Consultant with the provisions of clause 5.2 shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause 5.4.
- 5.4 Within the relevant notice period referred to in clause 5.2 the Beneficiary or its appointee may give written notice to the Consultant:

³ *The North Yorkshire Council will have step-in rights.*

- 5.4.1 acknowledging that it assumes all the obligations of the Contractor;
 - 5.4.2 requiring the Consultant to continue with the performance of its duties obligations under the Appointment;
 - 5.4.3 undertaking unconditionally to the Consultant to pay to the Consultant within 10 Business Days after the date of the notice under this clause 5.4 any sums which have become properly due and payable to the Consultant under the Appointment but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Consultant from the appointee; and
 - 5.4.4 undertaking unconditionally to pay to the Consultant any further sums which shall become properly due whether accruing before or after the date of the notice and whether determined before or after the date of the notice and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Consultant from the appointee.
- 5.5 In the event of the Beneficiary or their appointee giving notice to the Consultant in accordance with clause 5.1 or clause 5.4 the Consultant shall continue in full force and effect and in all respects as if the Appointment had been made between the Consultant and the Beneficiary or its appointee (as applicable) to the exclusion of the Contractor (but without prejudice to any rights of recovery as between the Consultant and the Contractor) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.
- 5.6 The Contractor confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.
- 5.7 Where the Consultant has issued a notice pursuant to clause 5.2 notwithstanding that as between the Contractor and the Consultant, the Consultant's right of determination of the Appointment may not have arisen, the provisions of clause 5.5 shall nevertheless apply if the Beneficiary gives notice to the Consultant and the Contractor to that effect and the Beneficiary complies with the requirement on his part under clause 5.4.
- 5.8 The Consultant acknowledges that the Contractor has paid all sums properly due and owing to the Consultant under the Appointment up to the date of this warranty.
- 5.9 The Beneficiary has no liability to the Consultant in respect of fees and expenses under the Appointment unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.
- 5.10 The Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the performance of the Consultant's obligations under the Appointment unless and until the Beneficiary has given notice under clauses 5.1, 5.4 or 5.7.
- 5.11 Where the Consultant has given rights in relation to the Appointment similar to those contained in this clause 5 to any other person if both the Council and any such other person serve notice under clause 5 or its equivalent the notice served by the Council shall prevail.]

6 COPYRIGHT AND MORAL RIGHTS

- 6.1 The copyright in the Documents provided or to be provided by the Consultant in connection with the Development shall remain vested in the Consultant but the Consultant grants to the Beneficiary an unconditional, royalty free, non-exclusive, irrevocable licence to copy, use and reproduce the Documents (including the designs contained in them) for any purpose related to the Development including (but without limitation) the construction, completion, maintenance, reconstruction, alteration, modification, extension, repair, letting, use, sale and advertisement of the Development. The Beneficiary and its appointees shall be entitled to assign the licence or grant sub-licences to any persons without the consent of the Consultant being required. The Consultant shall not be liable for any such use by the Beneficiary or its appointees of any of the Documents for any purpose other than that for which the Documents were prepared or provided by the Consultant. The licence granted under this clause 6.1 shall continue in force notwithstanding the expiry or termination of the Consultant's employment under the Appointment.
- 6.2 The Consultant unconditionally and irrevocably waives (and shall ensure that any sub-consultants waive), in respect of the Documents, the Development, all moral rights to which the Consultant (or any relevant sub-consultants or sub-contractors) may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any other applicable laws. This waiver is made in favour of the Beneficiary and shall extend to the Beneficiary's sub-licensees, assignees and successors in title in accordance with this warranty.
- 6.3 As and when requested by the Beneficiary, the Consultant shall provide the Beneficiary with copies of the Documents (in such format and manner as the Beneficiary may request, which for the avoidance of doubt shall include upload to a web based system). Without prejudice the foregoing, if the Consultant uses computer aided design in preparing the Documents, the Consultant shall supply the Beneficiary, at no cost, with such copies of updated computer files on disc throughout the course of the design, and such drawings and information throughout the construction of the Development, as the Beneficiary may reasonably require.
- 6.4 The Consultant will indemnify the Beneficiary against all expenses, losses, costs and claims or proceedings suffered or incurred by the Beneficiary arising out of or in connection with the infringement of alleged infringement of any copyright, design right, registered design, patent or other intellectual property rights of third parties by reason of the carrying out of its obligations under this warranty.

7 ASSIGNMENT

- 7.1 The Consultant may not without the consent of the Beneficiary assign its rights under this warranty.
- 7.2 The Beneficiary may (without the consent of the Consultant and the Contractor) assign the benefit of this warranty and/or its rights under this
- 7.2.1 to any mortgagee and by way of re-assignment on redemption; and
 - 7.2.2 on two other occasions only.

Further assignments shall be permitted with the consent of the Consultant and the Contractor, such consent not to be unreasonably withheld or delayed.

7.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause 7.2.2.

7.4 The Consultant undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Development shall escape loss resulting from such breach by reason of the disposal of its interest in the Development.

8 FURTHER WARRANTIES⁴

If required by the Beneficiary the Consultant shall within 10 Business Days of the request to do so deliver a deed or deeds of warranty in favour of any purchaser and/or tenant of the whole or any part of the Development in the terms of this warranty but excluding the terms of clause 5.

9 NOTICES

9.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

9.2 Notices may be served by personal delivery, or pre-paid registered or recorded delivery mail;

9.3 Notices and communications shall be deemed to have been served or received in the case of:

9.3.1 personal delivery on the date of delivery;

9.3.2 pre-paid registered or recorded delivery mail on the second Business Day after the notice of communication is posted.

10 MISCELLANEOUS

10.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this warranty.

10.2 The Consultant's liability under this warranty shall not be released, diminished or in any other way affected by:

10.2.1 the appointment by the Beneficiary of any person to survey the Development or to monitor the carrying out of the Services or to inspect any documents relating to the Development and/or the Services on behalf of the Beneficiary or the failure to appoint such a person; or

⁴ Delete if warranty is in favour of Purchaser/Tenant

10.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

11 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

12 **LAW**

This warranty 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.

13 **LIMITATION PERIOD**

13.1 Upon the expiration of twelve (12) years from the earlier of:

13.1.1 the date of practical completion of the Development in accordance with the Contract or the date that the Consultant last carried out services under the Appointment (whichever is later);

13.1.2 the date of termination of the employment of the Consultant under the Appointment,

the liability of the Consultant under this warranty shall cease and determine, save in relation to any action or proceedings commenced by the Beneficiary against the Consultant prior thereto.

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

Signed as a deed by
[CONSULTANT] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

Executed as a deed (but not delivered until the date hereof)
by [beneficiary] affixing the common seal in the presence of:

.....
Authorised Officer Signature

.....
Authorised Officer Name

Signed as a deed by
[CONTRACTOR] acting by
two directors or a director
and the company secretary

Director

Director/Secretary

APPENDIX FIVE

NOT USED

APPENDIX SIX

NOT USED



Pre-Construction Information

CONSTRUCTION (DESIGN AND MANAGEMENT)

REGULATIONS 2015

**Window and External Doors Call of Contract
To
Properties predominantly within the Harrogate,
Selby and Richmonshire areas of
North Yorkshire Council boundaries**

Management of Construction Health and Safety in
accordance with the Construction
(Design and Management) Regulations 2015
Approved Code of Practice & Guidance

April 2025

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1.0 NATURE OF PROJECT

The works consist of removing a window and wall below to form a new door opening together with forming ramped access to the rear bin store.

1.1 Project Personnel

Client

North Yorkshire Council
County Hall
Racecourse Lane
NORTHALLERTON
DL7 8AD

Principal designers

North Yorkshire Council
County Hall
Racecourse Lane
NORTHALLERTON
DL7 8AD

Principal Contractor

To be advised

1.2 Local Authority

North Yorkshire Council
County Hall
Racecourse Lane
NORTHALLERTON
DL7 8AD

1.3 Project Notification

The Principal Designer will, where applicable, notify the Health and Safety Executive

1.4 Location

Site Address - Properties predominantly within the Harrogate, Selby and Richmonshire areas of North Yorkshire Council but may extend to the whole of North Yorkshire Council boundaries

1.5 Description of the works

The works consist of carrying out double or triple glazed window replacements, composite or uPVC door replacements, minor associated repair works to properties owned by North Yorkshire Council. The Client may also call off window or doors on a supply only arrangement, this service is envisaged on new build schemes on a minimum of one property per delivery.

1.6 Timescale and Phasing

The successful contractor is to provide a method statement of how they intend to carry out the work.

1.7 Programme

The works are intended to commence in January 2026.

1.8 Nearest Accident and Emergency Hospitals are; -

Harrogate and District NHS Foundation Trust, Lancaster Park Road, Harrogate, North Yorkshire, HG2 7SX - Telephone 01423 885959

Friarage Hospital, Northallerton, North Yorkshire DL6 1JG - Telephone 01609 779911

York Hospital Emergency Department (A&E), Wiggington Road, York YO31 8HE - Telephone 01904 726042

2.0 EXISTING ENVIRONMENT

2.1 Surrounding Land Use

The sites are located within residential areas. The access carriage ways, although not all classified, will be in constant use by other residents, by members of the general public, emergency vehicles, and the like, so the Principal Contractor must take appropriate measures to ensure that his operations do not unduly interfere with the use of the roadways.

2.2 Existing Services

Within and adjacent to the works, all main services may be encountered:

Electricity High and Low Voltage (overhead and buried)

Gas

Water

Drainage systems

B. T. Cables

The Principal Contractor must ensure all services are located and where necessary isolated prior to works commencing.

All lifting operations or working at height must take account of the overhead HV cables when preparing the risk assessment and method statements.

2.3 Existing Traffic System

The works are in residential areas therefore traffic will be encountered throughout the working areas which will include residential streets and trunk roads.

The Contractor must ensure each work area is specifically reviewed to ensure safety from moving vehicles to the general public, residents, Contractor workforce and suppliers.

2.4 Existing Structures

The works are to residential properties care must be taken to ensure damage does not occur to either the properties being worked on or adjacent properties. The Contractor may wish to undertake dilapidation surveys as necessary.

3.0 EXISTING HEALTH AND SAFETY INFORMATION

No specific Health and Safety information exists for the properties included in the property list.

Contractors should refer to the tender documentation regarding the Health and Safety competency form.

4.0 IDENTIFIED HAZARDS WITHIN THE WORKS

The items listed below should be considered when preparing the Construction Phase Health and Safety Plan and identified within a safe methodology of working. The list is not extensive and further consideration must be given to hazards identified when undertaking the works.

<u>Description</u>	<u>Hazards to be considered</u>
Demolition	Removal of existing window and doors, dust, noise, manual handling, electricity, disposal, Gas, water, asbestos.
Works at Height	Falls, scaffolding, ladders, falling objects, structural deterioration, overloading, safe means of egress, safe working platforms, overhead services.
Manual Handling	Repetitive handling, heavy objects, bulky objects.
Services	Electrocution, gas leaks.
Public	Usage of domestic and public footpaths and roads, security, young people
Transport	Vehicle parking, deliveries, and vehicle movements.
Plant	Fumes, dust, storage of fuel, operation, safe working platforms, electrocution, noise, PPE.
Site Tidiness	Trips, falls, fire, recycling, vermin.
Site security	Trespass, Theft, Damage, Material storage
Overhead HV power lines	Electrocution
Needles/shards	Contamination, infection
Customers (tenants)	vulnerable customers with special requirements, pets, children and social issues. The Principal Contractor shall request a list of known customers with any issues.
Working at height	Falls and dropping equipment – SAFE ACCESS
Asbestos	Contamination and exposure to both contract personnel and residents The Employer will furnish the Contractor with a site specific Refurbishment and Demolition asbestos survey report.

The Principal Contractor should consider the above and produce, as the works require Risk Assessments and detailed specific Method Statements. These should be submitted to the Principal Designer before works commence.

5.0 CONSTRUCTION MATERIALS

Materials present on site or used in this project which may constitute risk must be assessed prior to use as required by COSHH Regulations and appropriate safe procedures for handling and use set in place. Appropriate personal protective equipment is to be provided and used. COSHH data sheets, which suppliers are by law required to provide, including emergency procedure information are to be kept on site.

The following is a list of materials which are likely to be present or that may be used during the works. This list is not exhaustive and must be updated as required by the Principal Contractor as additional hazardous materials are brought to site: -

Cementaceous products
Glazed units
Adhesive solvents
Paint, stains and silicone sealants
Petrol, Gas, Fuels and Oils
Heavy doors set
Heavy double-glazed units
Disposal of waste materials

A comprehensive asbestos register is unavailable, if suspected material is uncovered and there is a need to remove, drill or modify it, works in that area should cease and an analysis be carried out. Removal shall be carried out by a specialist contractor in accordance with the Control of Asbestos at Control of Asbestos Regulations (CAR) 2012. The Client is in the process of undertaking an asbestos survey of the properties which will be made available to the successful Contractor. If during the surveys asbestos is identified the client will inform the contractor immediately with full details of actions to be taken.

Should any unknown chemicals or substances be discovered on site the Principal Contractor must contact the Client who will identify and arrange for its removal.

6.0 SITE WIDE ELEMENTS

6.1 Site Access and Egress

Access and egress to the works and surrounding area must be by controlled procedures and safe system of works.

6.2 Location of Temporary Site Accommodation

The Principal Contractor must detail the location of the site accommodation including emergency muster points.

The location must not disrupt the use of the adjacent roadways.

6.3 Unloading, Layout and Storage Areas

All unloading must be at the site accommodation or direct into the works area and must not be left blocking public access routes. Storage of material must be within suitable containers.

6.4 Traffic/Pedestrian Routes

Traffic, cyclists and pedestrians have free access past the works locations. The Principal Contractor must ensure these routes are not obstructed.

Should there be a need to block any routes appropriate signage must be displayed accordingly and agreement must be sought from the Client and the Local Authority Highways with regard to closure.

The Principal Contractor must ensure all permits for the erection of scaffolding are in place and the scaffold design has been approved.

7.0 OVERLAP WITH CLIENT UNDERTAKINGS

Great care must be taken to avoid conflict and disruption to the normal daily routine and activities of the residents and adjacent public highway.

Footpaths and access routes must be protected and kept clear and free from debris at all times and access and egress to all properties must be maintained at all times.

Noise must be kept to a minimum to avoid nuisance.

A booking in system should be adopted for all operatives and visitors to site.

Timing of material deliveries to be carefully considered to avoid unnecessary build up of materials on site and co-ordinated to prevent disruption to the traffic. Temporary signage will be required to client's approval.

8.0 SITE RULES

Generally

The Principal Contractor is to ensure that there is a suitable First Aid box and dedicated First Aider.

The Principal Contractor should take reasonable steps to ensure that only authorised people are allowed into any area where construction work is taking place.

The Principal Contractor must ensure that adequate personal protective equipment is worn by all operatives and visitors to the site when appropriate.

All personnel, including site visitors must wear high visibility over-vests, this includes all sub-contractors. Hard hats and safety footwear are a minimum requirement.

There is to be no smoking or e-cigarette use in the working areas or tenanted properties.

Secure storage arrangements are to be made on site for flammable fuels e.g. - diesel, liquid propane gas.

Secure storage facilities to be provided on site in which to place dangerous equipment when not in use.

The site must at all times be kept clean, tidy and free of debris, which may present tripping hazards all excavations should be covered when not in use.

No radios will be allowed. The use of mobile phones should be minimised.

The consumption of food should be limited to areas provided by the contractor, the use of residential properties is not permitted.

The consumption of alcohol or drugs (other than those prescribed by a doctor) is prohibited on site. Any operative found to be under the influence of either of these substances should be dismissed from site.

Operatives will exercise reasonable care for the health and safety of himself or others who may be affected by his acts or omissions at work.

Operatives will report back to their employer anything which may affect health and safety issues.

Site operatives must not intentionally or recklessly interfere with anything provided in the interests of health, safety and welfare.

All machinery, equipment etc when not being used must be immobilised and made safe.

All operators of machinery and tools including site vehicles must be competent, fully trained and able to carry out the job properly without risks to health and safety.

All electrical equipment is to display a current test tag or certificate and is to be used in accordance with manufacturers' instructions by trained operatives, be properly maintained and guarded where necessary and transformed to 110 volts. Residual current devices to be used on mains powered equipment.

The contractor shall be responsible for strict compliance with the requirements of the Clean Air Act 1956. Burning of rubbish on the site will not be permitted at any time.

Barriers should be erected enclosing all construction activities.

Scaffolds must be erected by a specialist erector and subject to a handover certificate. Weekly checks will be required by a competent person with daily checks made before work commences. All scaffold access must be made safe or removed at the end of each working day and at weekends.

Out of Hours Emergency Contact Procedure:

The Client has a set of procedures for dealing with out of hours call outs, complaints and the like. The Principal Contractor is to provide contact details of persons who may be contacted should the need arise.

9.0 CONTINUING LIAISON

The Principal Contractor shall, so far as is reasonably practicable, ensure information is passed to other Contractors on site and that they in turn provide training and information to employees.

The Principal Contractor shall ensure discussions with and advice from site operatives and that there are arrangements for the co-ordination of views from people on site.

Should the design need to be changed in order to reflect unforeseen circumstances then the matter will be co-ordinated by the Supervising Officer. The Principal Designer must be informed and the Principal Contractor must ensure that adequate arrangements for Health and Safety are covered in the revision.

Where hazards and/or risks to any persons arise during the execution of the project, which were not foreseen during the project design, and planning stages are not therefore covered in the Health and Safety Plan or other tender documents. The Principal Contractor in collaboration with relevant works contractors shall, where appropriate, carry out suitable documented risk assessments and develop safe methods of carrying out the work before work proceeds. This must be carried out in collaboration with the Principal Designer & the Health & Safety Advisor.

10.0 ENVIRONMENTAL PROTECTION

Water Pollution

It should be noted that under the Water Resources Act 1991, it is an offence to discharge poisonous, noxious or polluting materials, into any "controlled waters", either deliberately or accidentally.

Polluting materials include silt, cement, concrete, oil, petroleum spirit, sewage or other debris and waste materials.

"Controlled waters" include all watercourses and water contained in underground strata. Road drains and surface water gullies generally discharge into controlled waters and should be treated as such.

The washout from concrete mixing / plaster works, decoration must not be allowed to flow into any drain or watercourse.

If a polluting discharge should occur, the material should be contained (by using sand or soil, for example) and the Environment Agency should be notified immediately at the nearest office. For further information, or in the event of pollution, contact the nearest Environment Agency office.

Waste Management

The contractor shall implement a re-cycling policy for waste material including segregation of materials on site. The Contractor shall produce a detailed re-cycling method statement including off site activities.

11.0 REQUIREMENTS OF THE PRINCIPAL CONTRACTOR

11.1 General Information

Preparing a construction phase Health and Safety Plan prior to the works commencing.
Updating and developing the Health and Safety Plan during the lifetime of the construction phase

The Principal Contractor must show how the following general items are dealt with:

Protection of the Workforce.

Protection of the Public.

Arrangements for co-operation and co-ordination between contractors.

Procedures for communications between the project team, other contractors and site operatives.

Selection procedures for ensuring competency of other contractors and the self-employed.

Procedures for informing other contractors and employees of health and safety hazards.

Arrangements for issuing health and safety directions...

Details of the management structure and responsibilities.

Procedures for carrying out risk assessment and for managing and controlling the risk.

Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

Procedures for ensuring that all persons on site have received relevant health and safety information and any training.

Arrangements for consulting with and taking the views of people on site.

Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.

Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
Reviewing procedures to obtain feedback.

11.2 **Site Specific Information**

In addition the Principal Contractor must provide the following site specific information:
Levels of site supervision of Principal Contractors own and Sub Contractors operatives.
Welfare facilities that will be provided, including the proposed location for client approval.
Type of fencing to the site compound and around the working areas.
What steps will be taken to ensure only authorised persons are allowed into areas where construction work is being carried out.

It is understood that some of the risk assessments and method statements for the later trades carried out by sub contractors may not be available before works commence on site, however the Principal Contractor is reminded of his duty under the CDM Regulations to ensure that the Construction Phase Plan is kept up to date.

ALL method statements must be site specific generic method statements will not be accepted.

12.0 **PROVISION OF PROJECT INFORMATION FOR HEALTH AND SAFETY FILE**

- 12.1 The Principal Contractor is responsible for the collation of all information produced during the design and construction of the project for incorporation into the Health and Safety File. There is a legal requirement for the Health and Safety File to be retained by the building owner/user and to pass on information within to assist designers or persons carrying out maintenance or replacement work in the future.
Providing the information in clear written or drawn form for the Health and Safety.

12.2 **Example of information to be provided by the Principal Contractor**

Details of the construction methods and materials used.
Details of the equipment and maintenance requirements for the facility.
Operation manuals, Maintenance Manuals and Guarantees.
Suppliers names, addresses and telephone numbers.
Sub-contractors names, addresses and telephone numbers.
COSHH data sheets for hazardous materials used in the works.
Special instructions for items requiring frequent inspection and maintenance.
Any residual hazards that have not been eliminated.
The nature, location and markings of significant services.



Housing Complaints Policy

**Fire Door Call of Contract
To
Properties predominantly within the Harrogate,
Selby and Richmonshire areas of
North Yorkshire Council boundaries**

Housing complaints policy

Introduction

We are committed to providing high quality services to those who live in, work in, or visit North Yorkshire, but in any organisation things can go wrong. We want to know when this happens so that we can try to put it right and prevent it from happening again. We would also like to know when we do something well, or if you have any comments you would like to make on our services.

This policy relates to complaints, compliments or comments made about housing.

Compliments and comments

You may want to let us know when you have received good service and we would like to hear from you. By finding out what our customers value, we can share that information with services to help us improve.

Comments are more neutral in nature and we appreciate constructive feedback from our service users. This can help inform our service planning and operational decision making.

Definition of a complaint

We define a complaint as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.

It might be about:

- failure to deliver a service;
- a delay in providing a service;
- unsatisfactory quality of a service;
- the behaviour of a member of our staff; or
- the failure of a member of our staff in following council policy.

What we do not deal with under this policy

There are some things that we will not deal with under this policy. These include:

- Request for service – a routine request for service, such as a request for repair or a request to us to help with a landlord disrepair issue.
- Request for information
- Any matter where another right of appeal already exists, such as homelessness decisions, housing allocations decisions, appeals against enforcement notices or penalty charges.

- Where legal action is intended or is already underway, complaints may be suspended until completion of that process. Any decisions made by the court cannot be considered under the Council's complaints procedure.
- Disagreement with policy or decisions properly taken. However, we may accept a complaint about the way the policy or decision was made, or if you feel it has been applied unfairly.
- Complaints that have already been considered under the complaints policy and a final decision given by the Council, or where any further investigation would not achieve any more for the complainant.
- Complaints that fall under a different complaints policy such as adult social care, children's social care, corporate or councillors code of conduct (see below).
- Complaints about Registered Providers. Registered Providers are wholly independent of the Council and have their own separate complaints processes.

Insurance claims

Complaints about insurance decisions will not be accepted under this policy. However, we will consider complaints about the insurance process, for example delay.

Other complaints policies

Complaints about some of our services are dealt with by different policies. These services are:

- Adult social care
- Children's social care
- Corporate complaints (all other services)
- Councillor code of conduct

Late complaints

As time passes it becomes more difficult to investigate events fairly and fully. We therefore ask that complaints are made no later than 6 months after the date you became aware of the problem. However, we understand that there may be reasons why you may not have been able to bring your complaint during that time and if you feel you have good reason please explain them to us and we will consider whether it is appropriate to extend our timescales.

Who can complain?

A complaint can be made by anyone using a council service, or anyone affected by any error in our service provision, or by any other person on behalf of an individual (in these cases we must have consent from the individual in writing, unless you are a person legally entitled to act for the person using our services).

The Council will consider complaints made anonymously, but may not investigate, for example where we do not have enough information. If you do complain anonymously we cannot provide a response and will not be able to provide any information should you contact us about it later.

You can ask that your complaint is dealt with in confidence and we will do this where possible, but in some cases progressing the complaint would necessarily reveal your identity. If this is the case we will let you know and discuss next steps.

How to complain

You can make a complaint in a number of ways:

In the first instance, if you know the member of staff who delivers the service you can contact them about the problem and they will do their best to resolve the issue quickly.

Otherwise you can contact us:

- By telephone – call our Customer Service Team on [0300 131 2 131](tel:03001312131)
- [Online using the form](#)
- In writing:
North Yorkshire Council
County Hall
Northallerton
North Yorkshire
DL7 8AD
- In person at one of our public access points – it would be helpful if you could call ahead to make an appointment so that we can make sure an appropriate member of staff will be available for you.

Although we will accept complaints made via social media, in order to maintain confidentiality and privacy, we will not progress them using this method. We will ask you how else you would like to communicate with us in order for us to investigate and provide a full response.

Ideally the complaint should be made immediately, or as soon as possible after the reason for complaint has occurred.

Putting the complaint in writing can be helpful, as it allows you to clearly set out your complaint and is an effective way of making sure we understand your case. You can do this by email or by post, though [using our online form](#) is a fast and efficient way to reach us.

When making your complaint, you should let us know:

- your name
- details of how you would like us to contact you

- What has gone wrong - provide as much **relevant** detail as possible to enable us to understand and look into the matter - this may include details such as dates, locations, names and any relevant documents, photos or videos.
- how this has affected you
- how you would like us to resolve the matter

If you need help to make your complaint, for example an interpreter, or provision of information in different formats please let us know and we will make all reasonable efforts to help you.

You can also ask someone else to make the complaint on your behalf, such as a relative or friend, or you can contact a relevant organisation, such as Citizens Advice Bureau or an advocacy service, or you can [contact your local councillor](#). If you do ask someone else to make your complaint for you, we will need to have your consent in writing for us to progress this.

The two stage process

The Housing Complaints Policy has two stages. Complaints will usually start at stage 1, then, if the complainant remains dissatisfied, progress to stage 2.

However, where progression to stage 2 would not be of benefit to either party, we may refuse a stage 2 request. This would be for:

- complaints that have already been considered under the complaints policy and a final decision given by the Council, or where any further investigation would not achieve any more for the complainant.

Where we do refuse a stage 2 investigation we will write to you to explain why and what your next steps would be.

Stage 1 (Local Resolution)

Stage 1 is handled by the service team relevant to the case. They are in the best position to know the details of your case and potentially provide a fast response. Depending on the circumstances surrounding your complaint, any member of a service team could handle the case, though if your complaint is about a specific individual, they will not investigate the complaint themselves.

You can expect:

- If a response cannot be provided within 5 working days of receipt of the complaint, an acknowledgement will be sent, letting you know who is dealing with your complaint and what will happen next.
- A response within 10 working days of the date of receipt of the complaint (though this may sometimes be extended up to 20 working days, for example for very complex cases, or where key people are not available). This will include a clear statement about whether or not your complaint has been upheld, an explanation of

why we have come to that decision, where appropriate an offer of remedy and what we will do to prevent it from happening again, along with how to refer your complaint to the next stage if you are still unhappy.

If the investigation will take longer than 10 working days we will tell you, explaining why and letting you know when you can expect a full response. If we believe the investigation will take longer than 20 working days we will contact you to explain why and to agree a new deadline.

We may suspend a case for reasons such as where a legal process is intended or has started that affects the complaint, or where we are reliant on the outcome of another process e.g. tribunal. We will also suspend a case where it is unclear what the points of complaint are until they are agreed, or if we need more information or documents from you that we require to progress the case.

If you are unhappy with the outcome at this stage, you can ask that your complaint be considered at stage 2. We would expect you to ask for this within 20 working days of the date of the stage 1 response, but will use discretion if we receive this later. We would not consider any stage 2 request received more than six months after the stage 1 response, unless there is a compelling reason to do so.

Your stage 2 request should include your reasons for wishing to progress to the next stage and what your desired outcome is.

Stage 2 (Formal Investigation)

Stage 2 is a formal investigation carried out by an appropriate member of staff who has not had any previous involvement in the case.

At stage 2 you can expect:

- An acknowledgement of receipt within 5 working days.
- Contact to confirm who is dealing with the case, the points of complaint and your desired outcomes. This will happen within 5 working days and then the investigation will be suspended until the points of complaint have been agreed with you.
- Once the points of complaint have been agreed the investigator may contact you to discuss the case. This may be in writing, by phone or in person, depending on the complaint or whether you have specified a preferred method of contact.
- A response from a senior officer within 20 working days (taking into account any suspensions) setting out the decision on the complaint, what actions or remedy we intend to make where appropriate and what to do if you remain unhappy. You will also receive a copy of the investigator's full report explaining what was considered, analysis of your complaint and how we came to our decision.

Where there is good reason, for example a case is particularly complex, or key people are not available, the timescale for response may be extended up to 30 working days. We will contact you to explain why this has happened and when you can expect

a response. In exceptional circumstances we may need to extend the timescale further and will write to explain why and agree a suitable extension with you.

A case at stage 2 can be suspended under certain circumstances (see Stage 1), which will be explained to you should this happen.

On completion of a stage 2 investigation the Council will consider the matter closed and will not enter into any further correspondence on the issue, unless **significantly new** and **relevant** information is provided **that may alter the outcome** of the complaint. We would expect this information to be provided at the earliest opportunity. This information will be considered, but we may choose not to take any further action if we believe it would not change the outcome to your complaint.

As above, we may not accept a stage 2 request. If so we will let you know why within 5 working days and tell you how you can refer your complaint to the Housing Ombudsman or Local Government and Social Care Ombudsman.

Putting things right

We will ask you what you would like us to do to remedy your complaint (your desired outcome) and, where a complaint is upheld, we will consider this, but it may not be possible to do exactly what you have asked us to.

Where fault has been found, we will apologise and try to put you back in the position you would have been in if nothing had gone wrong. This could be the provision of a service, correcting an error, or a change of decision. It may be that an apology is a suitable remedy for the complaint. The remedy offered will depend on what has happened and the effect, or injustice, that this has caused.

We will look at why the fault happened and aim to make sure it does not happen again. This may result in corrective actions such as staff training, improved provision of information or a change to our procedures.

Ombudsmen

Included in our response at stage 2, or if we have rejected a stage 2 investigation, we will let you know how to refer your complaint on to a suitable independent body for consideration should you remain unhappy. This will usually be the Housing Ombudsman (HO) or the Local Government and Social Care Ombudsman (LGSCO).

Housing Ombudsman

The Housing Ombudsman is set up by law to look at complaints about housing organisations that are registered with them, including housing associations and local authorities.

You can approach the Housing Ombudsman at any time during your complaint investigation should you require their advice.

The Housing Ombudsman is an independent body that will consider complaints about housing. It will normally only consider complaints made within 6 months from the date you first knew about the matter complained about, but can decide to look at older complaints if there is a good reason to do so.

Information on how to refer your complaint to the Housing Ombudsman can be found at:

Website: [Housing Ombudsman](#)

Telephone: [0300 111 3000](#)

Opening hours: Monday to Friday 9:15am to 5:15pm

Local Government and Social Care Ombudsman

You will usually be expected to have exhausted the Council's complaints policy before referral to the Local Government and Social Care Ombudsman and we will make it clear in our responses to you when this has happened. However, if you have not heard from us within a reasonable time, they may decide to look into your complaint anyway.

The Local Government and Social Care Ombudsman is an independent body that will consider complaints about councils, adult social care providers and some other organisations providing public services. It will normally only consider complaints made within 12 months from the date you first knew about the matter complained about, but can decide to look at older complaints if there is a good reason to do so.

Information on how to refer your complaint to the Local Government and Social Care Ombudsman can be found at:

Website: [Local Government and Social Care Ombudsman](#)

Telephone: [0300 061 0614](#)

Opening hours: Monday to Friday 10am to 4pm (except public holidays)

How you can help us

We understand that it is frustrating when we do not meet your expectations and just the act of making a complaint can be a very emotional or stressful experience. Our staff will work with you to make the process as easy as possible, but we please ask that you treat them with respect and do not use abusive language or behaviour. We may ask you for more information, or for relevant documents or other evidence and would appreciate if you could provide this quickly where possible so that we can progress the investigation.

Where we consider a customer to be unreasonable in their actions, we will write explaining why we believe this is the case and what action we will take. This is explained in our [unreasonable complainant behaviour policy](#). On rare occasions, if behaviour is extreme or unmanageable we may decide that we will no longer progress the complaint through our policy.



No Access Procedure

**Fire Door Call of Contract
To
Properties predominantly within the Harrogate,
Selby and Richmonshire areas of
North Yorkshire Council boundaries**

North Yorkshire Council – Housing Standards Team Replacement Doors and Windows Programme

No Access Procedure

1. Purpose

To ensure clear communication and access procedures are followed during the delivery of the Replacement Doors and Windows Programme. This policy aims to reduce instances of no access and ensure the efficient and safe installation of windows and doors.

2. Scope

This policy applies to all tenants in North Yorkshire Council Housing identified for door and/or window replacements during the financial year and to all Housing Standards officers and contractors involved in delivering the programme.

3. Roles and Responsibilities

- **Housing Standards Contract Supervisor:** Oversees the programme, issues initial tenant communications, manages access issues, and liaises with Housing Management.
- **Appointed Contractor:** Issues survey appointment letters, arranges surveys, reports survey and access issues, and installs windows and doors.
- **Housing Management Team:** Supports tenant liaison where access has failed and arranges enforcement or escalation where required.

4. Access Procedure

Step 1 – Initial Notification (Letter 1)

- Sent by: Housing Standards Contract Supervisor
- Purpose: Inform tenant they are included in the replacement windows and/or doors programme.
- Timing: Beginning of financial year or at start of project in their area.
- Content:
 - Confirmation of inclusion in the programme.
 - Introduction to the upcoming contractor communication.
 - Brief overview of what the works will involve.
 - Contact details for initial enquiries.

Step 2 – Survey Appointment (Letter 2)

- Sent by: Appointed Contractor
- Purpose: Notify tenant that their property is due a survey and that the contractor will make contact to arrange a mutually convenient appointment.
- Content:
 - Confirmation of survey requirement.
 - Outline of survey purpose and access needs.
 - Assurance of flexibility for appointments.
 - Reminder to allow clear access to windows and doors.
 - Advice on keeping pets and young children safely away during visits.

Step 3 – Survey Visit

- Contractor to contact tenant (phone, letter, email or text) to arrange a convenient date/time.
- On the day of the visit:
- Contractor to assess property and measure for replacements.
- If issues are encountered (e.g., hoarding, Health & Safety risks), these are to be reported immediately to the Contract Supervisor.
- No works will proceed in unsafe or unsuitable conditions.

Step 4 – Handling Survey Access Failures

- If the contractor is unable to secure access after three contact attempts, they must:
- Notify the Contract Supervisor in writing (email or formal report).
- Include dates and methods of attempted contact.

Step 5 – Window Manufacture and Installation

- Once the survey is complete and measurements are taken, windows/doors are manufactured.
- The contractor will liaise with the tenant to arrange installation.
- If access cannot be secured to fit the windows/doors:
- The contractor must notify the Contract Supervisor immediately.
- Delays in installation could lead to wasted costs or damage to stored products.

Step 6 – Housing Management Intervention

- Upon notification of No Access, the Contract Supervisor will:
- Liaise with the Housing Management Team to:
- Engage with the tenant directly.
- Make welfare checks if needed.
- Issue formal access requests where applicable.
- Consider legal remedies for access if necessary (in extreme cases).

5. Tenant Responsibilities

- Provide reasonable access for surveys and installations.
- Maintain a clear route to windows and doors.
- Supervise pets and young children during works.
- Communicate promptly with the contractor or Council if issues arise.

6. Communication Support

All letters and notices (including Letters 1 and 2) must be:

- Available in large print, Braille, and easy-read formats on request.
- Translatable into multiple languages upon tenant request.
- Accompanied by clear contact information for accessibility support.

North Yorkshire Council Equality, diversity and inclusion policy statement

**Easy Read version
Approved: 21 July 2021**

This explains North Yorkshire Council's promise to value everyone and treat them fairly.





Lots of people in North Yorkshire work for us and we provide lots of local services.



We understand that everyone is different. Having people from lots of different backgrounds and experiences in North Yorkshire is good.



We promise to value everyone and treat them fairly.

It is important to us that people from all backgrounds can use our services.



We will find different ways to help people use our services fairly.

We will listen to your views to help us do this.



The Equality Act is a law which protects and supports people. This is how we will follow the law.

We will not treat people unfairly.

We will give people equal opportunities. We will make sure everyone has the same chance to do things.

We will help different people to get on together



As well as this:

We will make sure everyone feels they belong.



We will treat people with dignity and respect. This means listening to what people tell us and understanding how they feel.



We will make sure everyone can use our services, whoever they are and wherever they live in North Yorkshire.



We will think about how any changes to our services might affect people and what we can do to make sure we help people understand these changes.



We will make it easy for people to complain if something goes wrong and tell them what will happen next.



We will give people information and ask them questions in a way they can understand and which works for them.



We will make sure all our staff understand our promise to value people and treat them fairly.



We will make sure we are a fair employer. We will challenge people who do not treat our staff fairly when they are doing their job.



We will improve opportunities for people. This means helping them to be the best they can.



We will tell people how we are doing.

If you would like this information in another language or format such as Braille, large print or audio, please ask us.



Ring us on 01609 780 780



Email us at

customer.services@northyorks.gov.uk



Photos from Photosymbols and photos owned by North Yorkshire Council

Fluctuations

Provided by the Office for National Statistics - Construction Output Price Indices

<https://www.ons.gov.uk/businessindustryandtrade/constructionindustry/datasets/interimconstructionoutputpriceindices/current>

Web link

Construction Output Price Indices for Housing Repair and Maintenance
as highlighted below

Time period	Housing repair and maintenance index 2015=100	Housing repair and maintenance percentage change over 1 month	Housing repair and maintenance percentage change over 12 months
2014 Jan	108.4	0.1	-4.3
Feb	108.4	0.0	-4.4
Mar	108.5	-0.1	-4.5
Apr	108.2	-0.1	-4.5
May	108.1	-0.1	-4.4
Jun	108.1	0.0	-4.3
Jul	108.0	-0.1	-4.5
Aug	99.9	-0.1	-4.5
Sep	99.8	-0.1	-4.7
Oct	99.6	-0.2	-4.8

Base date - To be the Contract Start Date

Rates are to remain fixed for 24 months and no adjustment will be added

Fluctuation uplift upon 1st Extension (Due November 2027)

$$\text{Fluctuations calculation} = \frac{(\text{Base date} + 21 \text{ months}) - (\text{Base date} + 9 \text{ months})}{(\text{Base date} + 9 \text{ months})} \times 100 = \text{ _____\%}$$

Example

Base Date November 2025
Base date + 9 months August 2026
Base date + 21 months August 2027

$$\text{simplified to} = \frac{\text{August 2027 Indices} - \text{August 2026 indices}}{\text{August 2026 indices}} \times 100 = \text{ _____\%}$$

Fluctuation uplift upon 2nd Extension

$$\frac{(\text{Base date} + 34 \text{ months}) - (\text{Base date} + 22 \text{ months})}{(\text{Base date} + 22 \text{ months})} \times 100 = \text{ _____\%}$$

Example

Base Date November 2025
Base date + 9 months August 2026
Base date + 21 months August 2027
Base date + 34 months August 2028

$$\text{simplified to} = \frac{\text{August 2028 Indices} - \text{August 2027 indices}}{\text{August 2027 indices}} \times 100 = \text{ _____\%}$$

Contract Completion November 2029

Worked Example using the 2023/24 Housing Repair and Maintenance Indices

simplified to

$$\frac{\text{August 2024 Indices} - \text{August 2023 indices}}{\text{August 2023 indices}}$$

x 100 = ____%

Table 3: Repair & maintenance outp
This worksheet contains one table.
 Source: Office for National Statistics - Construction I
 2018=100

Time period	Housing repair and maintenance index 2018=100	Housing repair and maintenance percentage change over 1 month
2023 Jan	110.3	0.2
Feb	112.9	0.0
Mar	119.2	0.2
Apr	119.8	0.2
May	119.6	0.2
Jun	120.0	0.3
Jul	120.3	0.3
Aug	120.3	0.0
Sep	120.3	0.0

This worksheet contains one table.
 Source: Office for National Statistics - Construction Outp
 2015=100

Time period	Housing repair and maintenance index 2015=100	Housing repair and maintenance percentage change over 1 month
2024 Jan	120.7	0.1
Feb	120.7	0.0
Mar	120.6	0.2
Apr	120.6	0.0
May	121.1	0.1
Jun	121.1	0.1
Jul	121.2	0.0
Aug	121.3	0.1
Sep	121.4	0.0

August 2023 Indices = 120.3

August 2024 Indices = 121.3

Calculation example

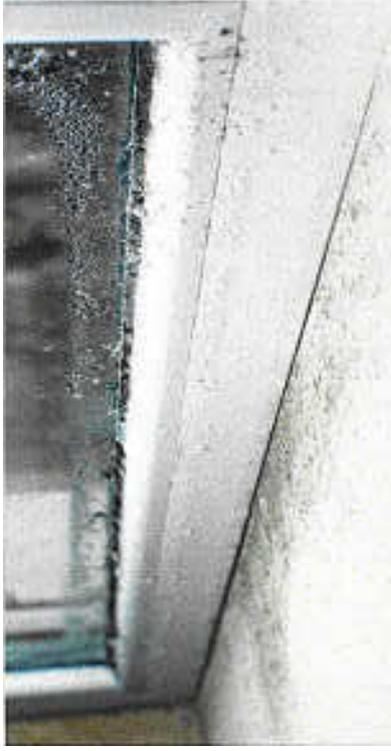
$$\frac{121.3 - 120.3}{120.3}$$

x 100 = 0.83%

How to tackle **condensation,** **damp** and **mould** in your home



For North Yorkshire Council tenants



Why does condensation need to be minimised?

Condensation can damage surfaces and window frames, and lead to the growth of mould.

As well as being visually unpleasant, mould spores can cause allergic reactions and can aggravate asthma symptoms.

High humidity can also create an environment that helps spread bacteria and viruses and encourage house dust mites.

There is a difference between damp and condensation – you can read more about this at www.northyorks.gov.uk/dampandmould

If you spot damp or mould in your home, we're here to help

What we will do

When you report a damp or mould problem to us, we will:

- Arrange an appointment with you so we can inspect the problem
- Visit your home and identify the cause of the problem
- Talk to you about what we need to do to put it right
- Book in any repairs that are needed
- Carry out improvements that may help, such as fitting an extractor fan.

What is condensation?

There will always be moisture in the air, even if you can't see it. You will notice it when the mirror mists over after having a bath or shower, or when you can see your breath on a cold day.

Warm air can hold more moisture than cold air, so when warm air hits a cold surface, such as a wall or window, it can't hold all the moisture and some is released in the form of tiny water droplets – this is when condensation forms.

If the air in your home becomes too cold or you create too much moisture – for example from cooking, showering or laundry – condensation will appear.

Condensation is the main cause of damp and mould in homes.

Condensation tends to form on cold surfaces or areas in your home where there isn't much air movement. This can include windows, the corners of rooms and small spaces behind furniture.

If condensation appears on windows or doors, please wipe it dry to prevent mould forming.

We may also:

- Arrange to clean the affected areas
- Offer advice on how you can prevent condensation
- Schedule another visit to inspect your home after we have completed any work
- Fit your home with some equipment which measures the problem.

Here are some tips on how you can prevent condensation

- 1. Dry clothes outside:** Whenever possible, dry your clothes outside. In colder or wetter weather, avoid drying clothes directly on radiators as this can create excess moisture. Instead, use a standing airer in a damp-free room and open a window, if safe to do so, to reduce moisture in your home.
- 2. Close doors and use ventilation:** Keep kitchen and bathroom doors shut when cooking or bathing. Use extractor fans or open windows to ventilate. After a bath or shower, wipe away excess moisture and dry the tiles to prevent water from dispersing into the air.
- 3. Utilise vents:** If your windows have trickle vents, open them when you can. Ensure ventilation bricks or vents are not covered, as they are crucial for air circulation.
- 4. Maintain a warm home:** Keeping your home slightly warmer can help reduce condensation and mould. In cold weather, if possible, keep the heating

How to tackle condensation, damp and mould in your home

If you can, please also send us photographs showing the size of the affected area. These can help us identify the type of damp or mould in your home.

Use the camera on your phone to scan the QR code and watch a short film from the Energy Saving Trust for tips on reducing the condensation in your home.



If you are a North Yorkshire Council tenant experiencing **damp and mould in your home** please **contact us straight away**.

on low throughout the day, even when no one is home. We understand this might be challenging—please contact us for support and advice.

5. Insulate your loft: Insulating your loft is an effective way to keep your home warmer and lower heating bills. During our stock condition survey visits, we will check your insulation and arrange to increase it if necessary.

What to do if you are a North Yorkshire Council tenant and have damp or mould in your home

Please contact us straight away if you start to experience problems in your home.

Report it online at

www.northyorks.gov.uk/dampandmould or scan this QR code using the camera on your phone.



Or you can call 0300 131 2 131 - please say 'condensation, damp and mould' when prompted to ensure we get you through to the right team.

Please provide as much information as possible to help us to identify the cause.

We'll ask you:

- Which rooms in your home are affected
- If anyone in your family has any relevant health problems that you think we should know about.

How to report condensation, damp and mould

Online: www.northyorks.gov.uk/dampandmould or scan this QR code using the camera on your phone.

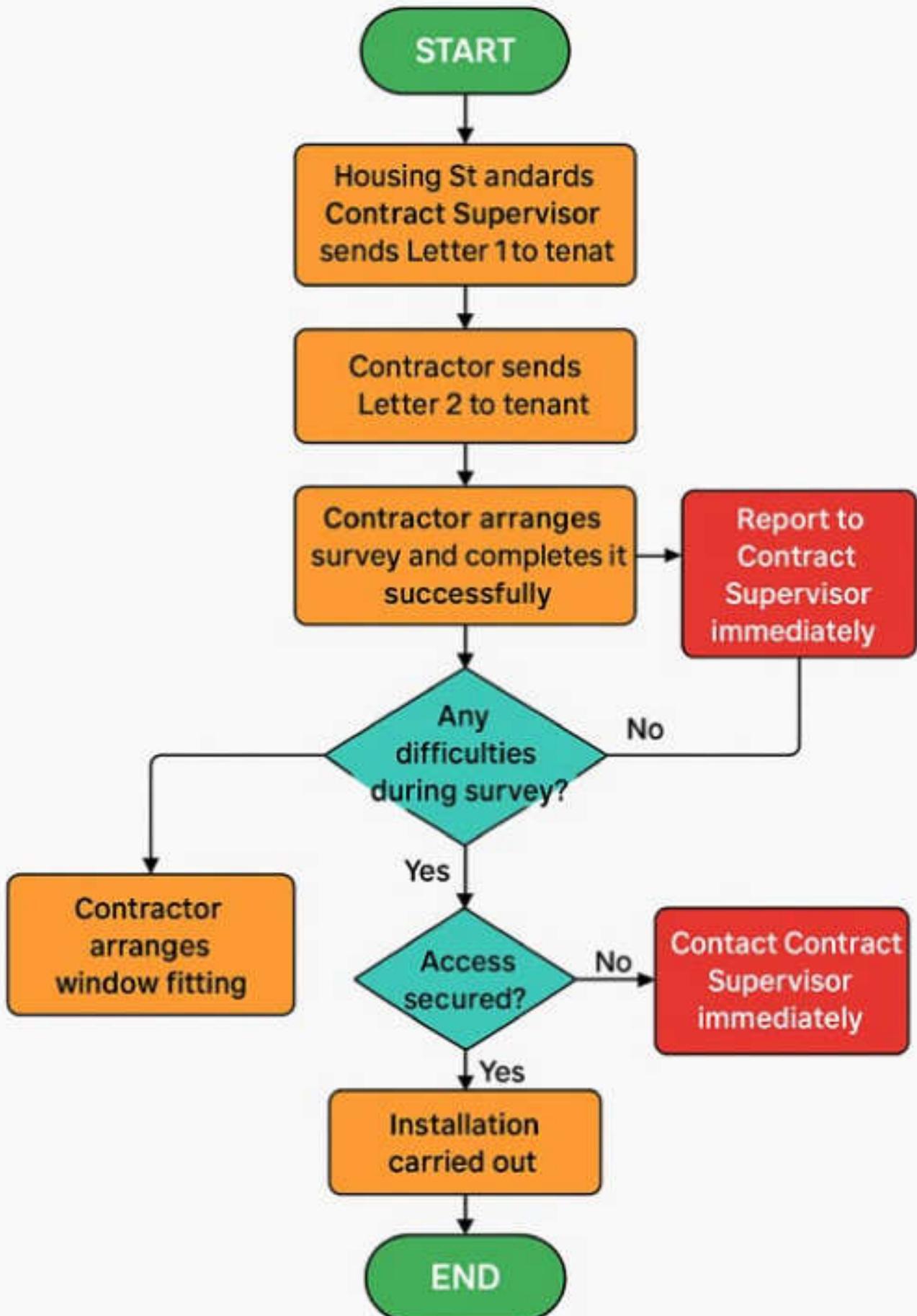


By telephone: **0300 131 2 131** and say 'condensation, damp and mould' when prompted.

North Yorkshire Council, County Hall, Northallerton, North Yorkshire, DL7 8AD

You can request this information in another language or format at northyorks.gov.uk/accessibility







Policy Procedures

**Fire Door Call of Contract
To
Properties predominantly within the Harrogate,
Selby and Richmonshire areas of
North Yorkshire Council boundaries**

1.0 **Safeguarding Policies**

The Principal Contractor is to raise any Safeguarding Concerns using the following link and procedures; -

https://forms.northyorks.gov.uk/service/Raise_a_safeguarding_concern

2.0 **Equality and Diversity**

The Principal Contractor is to make themselves aware of NYC Equality and Diversity procedures from the following link; -

<https://www.northyorks.gov.uk/your-council/council-plan-constitution-and-strategies/council-plan>

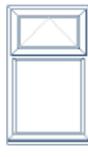
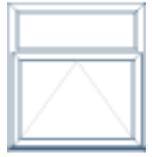
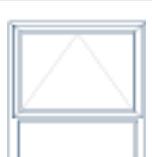
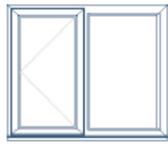
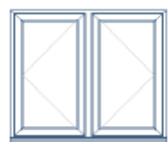


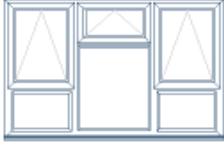
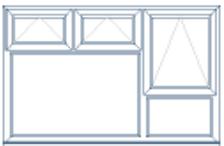
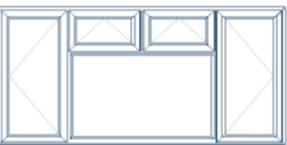
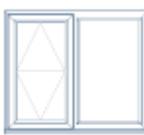
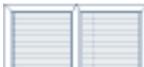
Appendix I

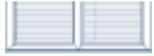
Evaluation Model

For Information Only - Do Not Complete as Part of your Submission

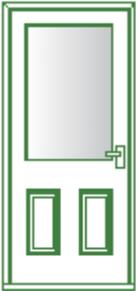
Ref	Window / Door Description	
	EVALUATION SUMMARY	
	WINDOW SCHEDULE	
	DOOR SCHEDULE	
	APPROXIMATE QUANTITIES	
	DAYWORKS	
		Tender Evaluation Figure

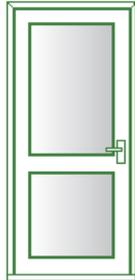
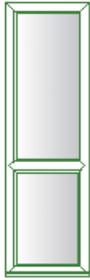
Ref	Window / Door Description	Size Range	Quantity	Unit	Supply & Fix double glazed units	Quantity	Unit	Supply Only double glazed units	Quantity	Unit	Supply & Fix triple glazed units	Quantity	Unit	Supply Only triple glazed units
	Casement uPVC Windows													
W1.1		Less than 0.50m ²	10	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	15	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	20	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	20	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	20	nr		2	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	15	nr		1	nr		2	nr		2	nr	
		1.75m ² to 2.00m ²	5	nr		1	nr		2	nr		2	nr	
W1.2		Less than 0.50m ²	10	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	15	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	20	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	20	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	15	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W1.3		Less than 0.50m ²	10	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	15	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	20	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	20	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	15	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W1.4		Less than 0.50m ²	10	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	15	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	20	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	20	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	15	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W1.5		Less than 0.50m ²	10	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	15	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	20	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	20	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	15	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W1.6		Less than 0.50m ²	5	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	10	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	15	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	15	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	10	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W1.7		Less than 0.50m ²	5	nr		1	nr		2	nr		2	nr	
		0.50m ² to 0.75m ²	10	nr		1	nr		2	nr		2	nr	
		0.75m ² to 1.00m ²	15	nr		2	nr		4	nr		4	nr	
		1.00m ² to 1.25m ²	15	nr		2	nr		4	nr		4	nr	
		1.25m ² to 1.50m ²	10	nr		1	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
W2.1		0.75m ² to 1.00m ²	5	nr		1	nr		2	nr		2	nr	
		1.00m ² to 1.25m ²	15	nr		1	nr		2	nr		2	nr	
		1.25m ² to 1.50m ²	20	nr		2	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	20	nr		2	nr		4	nr		4	nr	
		1.75m ² to 2.00m ²	20	nr		2	nr		4	nr		4	nr	
		2.00m ² to 2.25m ²	15	nr		2	nr		2	nr		2	nr	
		2.25m ² to 2.50m ²	10	nr		1	nr		2	nr		2	nr	
		2.50m ² to 2.75m ²	5	nr		1	nr		2	nr		2	nr	
W2.2		0.75m ² to 1.00m ²	5	nr		1	nr		2	nr		2	nr	
		1.00m ² to 1.25m ²	10	nr		1	nr		2	nr		2	nr	
		1.25m ² to 1.50m ²	15	nr		2	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	15	nr		2	nr		4	nr		4	nr	
		1.75m ² to 2.00m ²	15	nr		2	nr		4	nr		4	nr	
		2.00m ² to 2.25m ²	15	nr		2	nr		2	nr		2	nr	
		2.25m ² to 2.50m ²	10	nr		1	nr		2	nr		2	nr	
		2.50m ² to 2.75m ²	5	nr		1	nr		2	nr		2	nr	
W2.3		0.75m ² to 1.00m ²	5	nr		1	nr		2	nr		2	nr	
		1.00m ² to 1.25m ²	10	nr		1	nr		2	nr		2	nr	
		1.25m ² to 1.50m ²	15	nr		2	nr		4	nr		4	nr	
		1.50m ² to 1.75m ²	15	nr		2	nr		4	nr		4	nr	
		1.75m ² to 2.00m ²	15	nr		2	nr		4	nr		4	nr	
		2.00m ² to 2.25m ²	15	nr		2	nr		2	nr		2	nr	
		2.25m ² to 2.50m ²	10	nr		1	nr		2	nr		2	nr	
		2.50m ² to 2.75m ²	5	nr		1	nr		2	nr		2	nr	

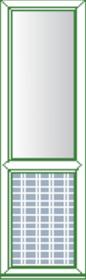
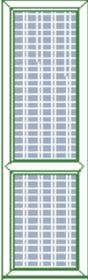
		2.50m ² to 2.75m ²	10	nr		1	nr		2	nr		2	nr
		2.75m ² to 3.00m ²	5	nr		1	nr		2	nr		2	nr
W3.7		1.00m ² to 1.25m ²	10	nr		1	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	10	nr		1	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	15	nr		2	nr		4	nr		4	nr
		1.75m ² to 2.00m ²	15	nr		2	nr		4	nr		4	nr
		2.00m ² to 2.25m ²	15	nr		2	nr		4	nr		4	nr
		2.25m ² to 2.50m ²	10	nr		2	nr		2	nr		2	nr
		2.50m ² to 2.75m ²	10	nr		1	nr		2	nr		2	nr
		2.75m ² to 3.00m ²	5	nr		1	nr		2	nr		2	nr
W3.8		1.00m ² to 1.25m ²	10	nr		1	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	10	nr		1	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	15	nr		2	nr		4	nr		4	nr
		1.75m ² to 2.00m ²	15	nr		2	nr		4	nr		4	nr
		2.00m ² to 2.25m ²	15	nr		2	nr		4	nr		4	nr
		2.25m ² to 2.50m ²	10	nr		2	nr		2	nr		2	nr
		2.50m ² to 2.75m ²	10	nr		1	nr		2	nr		2	nr
		2.75m ² to 3.00m ²	5	nr		1	nr		2	nr		2	nr
W4.1		1.25m ² to 1.50m ²	5	nr		1	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	10	nr		1	nr		2	nr		2	nr
		1.75m ² to 2.00m ²	10	nr		2	nr		4	nr		4	nr
		2.00m ² to 2.25m ²	15	nr		2	nr		4	nr		4	nr
		2.25m ² to 2.50m ²	15	nr		2	nr		4	nr		4	nr
		2.50m ² to 2.75m ²	15	nr		2	nr		2	nr		2	nr
		2.75m ² to 3.00m ²	10	nr		2	nr		2	nr		2	nr
		3.00m ² to 3.25m ²	10	nr		2	nr		2	nr		2	nr
		3.25m ² to 3.50m ²	5	nr		1	nr		1	nr		1	nr
		3.50m ² to 3.75m ²	5	nr		1	nr		1	nr		1	nr
		3.75m ² to 4.00m ²	5	nr		1	nr		1	nr		1	nr
		W4.2		1.25m ² to 1.50m ²	5	nr		1	nr		2	nr	
1.50m ² to 1.75m ²	10			nr		1	nr		2	nr		2	nr
1.75m ² to 2.00m ²	10			nr		2	nr		4	nr		4	nr
2.00m ² to 2.25m ²	15			nr		2	nr		4	nr		4	nr
2.25m ² to 2.50m ²	15			nr		2	nr		4	nr		4	nr
2.50m ² to 2.75m ²	15			nr		2	nr		2	nr		2	nr
2.75m ² to 3.00m ²	10			nr		2	nr		2	nr		2	nr
3.00m ² to 3.25m ²	10			nr		2	nr		2	nr		2	nr
3.25m ² to 3.50m ²	5			nr		1	nr		1	nr		1	nr
3.50m ² to 3.75m ²	5			nr		1	nr		1	nr		1	nr
W4.2		1.25m ² to 1.50m ²	5	nr		1	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	10	nr		1	nr		2	nr		2	nr
		1.75m ² to 2.00m ²	10	nr		2	nr		4	nr		4	nr
		2.00m ² to 2.25m ²	15	nr		2	nr		4	nr		4	nr
		2.25m ² to 2.50m ²	15	nr		2	nr		4	nr		4	nr
		2.50m ² to 2.75m ²	15	nr		2	nr		2	nr		2	nr
		2.75m ² to 3.00m ²	10	nr		2	nr		2	nr		2	nr
		3.00m ² to 3.25m ²	10	nr		2	nr		2	nr		2	nr
		3.25m ² to 3.50m ²	5	nr		1	nr		1	nr		1	nr
		3.50m ² to 3.75m ²	5	nr		1	nr		1	nr		1	nr
3.75m ² to 4.00m ²	5	nr		1	nr		1	nr		1	nr		
Centre Pivot uPVC Windows													
TT1		0.50m ² to 0.75m ²	10	nr		2	nr		2	nr		2	nr
		0.75m ² to 1.00m ²	15	nr		2	nr		2	nr		2	nr
		1.00m ² to 1.25m ²	15	nr		2	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	10	nr		2	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	10	nr		1	nr		1	nr		1	nr
		1.75m ² to 2.00m ²	5	nr		1	nr		1	nr		1	nr
TT2		0.75m ² to 1.00m ²	10	nr		2	nr		2	nr		2	nr
		1.00m ² to 1.25m ²	15	nr		2	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	15	nr		2	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	10	nr		2	nr		2	nr		2	nr
		1.75m ² to 2.00m ²	10	nr		1	nr		1	nr		1	nr
		2.00m ² to 2.25m ²	5	nr		1	nr		1	nr		1	nr
		2.25m ² to 2.50m ²	2	nr		1	nr		1	nr		1	nr
Reinforced Insulated Panel													
P1		0.75m ² to 1.00m ²	10	nr		2	nr		2	nr		2	nr
		1.00m ² to 1.25m ²	15	nr		2	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	15	nr		2	nr		2	nr		2	nr
		1.50m ² to 1.75m ²	10	nr		1	nr		2	nr		2	nr
		1.75m ² to 2.00m ²	5	nr		1	nr		2	nr		2	nr
P2		0.75m ² to 1.00m ²	10	nr		2	nr		2	nr		2	nr
		1.00m ² to 1.25m ²	10	nr		2	nr		2	nr		2	nr
		1.25m ² to 1.50m ²	10	nr		2	nr		2	nr		2	nr



		1.50m ² to 1.75m ²	5	nr		1	nr		2	nr		2	nr	
		1.75m ² to 2.00m ²	5	nr		1	nr		2	nr		2	nr	

Ref	Window / Door Description		Quantity	Unit
	Composite Door Set Standard Colour Range			
	Standard Colours			
	Blue  Red  White 			
	Green  Black 			
DTA	Door Type A 	1 nr door set	80	nr
DTB	Door Type B 	1 nr door set	80	nr
DTC	Door Type C 	1 nr door set	80	nr

DTD	Door Type D		1 nr door set	80	nr
DTE	Door Type E		1 nr door set	80	nr
uPVC Door Set Colour White					
DTF	Door Type F		1 nr door set	10	nr
DTG	Door Type G		1 nr door set	10	nr
SL1	Sidelight 1		up to 0.25m wide	10	nr
			0.25 to 0.50m wide	10	nr
			0.50 to 0.75m wide	10	nr
			0.75 to 1.00m wide	10	nr
			1.00 to 1.25m wide	10	nr

SL2	Sidelight 2 Reinforced bottom panel		up to 0.25m wide	5	nr
			0.25 to 0.50m wide	5	nr
			0.50 to 0.75m wide	5	nr
			0.75 to 1.00m wide	5	nr
			1.00 to 1.25m wide	5	nr
SL3	Reinforced Top panel Sidelight 3 Reinforced bottom panel		up to 0.25m wide	5	nr
			0.25 to 0.50m wide	5	nr
			0.50 to 0.75m wide	5	nr
			0.75 to 1.00m wide	5	nr
			1.00 to 1.25m wide	5	nr
SL4	Reinforcement dogbone of similar between sidelight and door frame		per leg	50	nr
FL1	Fanlight 1		Less than 0.25m ²	20	nr
			0.25m ² to 0.50m ²	30	nr
			0.50m ² to 0.75m ²	30	nr
			0.75m ² to 1.00m ²	20	nr
FL2	Fanlight 2 Insulated panel		Less than 0.25m ²	20	nr
			0.25m ² to 0.50m ²	30	nr
			0.50m ² to 0.75m ²	30	nr
			0.75m ² to 1.00m ²	20	nr

	20	nr	
	20	nr	
	2	nr	
	2	nr	
	2	nr	

	2	nr	
	2	nr	
	2	nr	
	2	nr	
	2	nr	

Ref	Window / Door Description		Quantity	Unit	Rate per unit
	APPROXIMATE QUANTITIES				
	extra over Window installation cost for; -				
AQ1	carry out survey to individual property	1 item	550	nr	
AQ2	top hung casement in lieu of side hung	1 nr	100	nr	
AQ3	egress hinges and handles	1 set	550	nr	
AQ4	obscure glass in lieu of clear glass	0.50m ² to 1.00m ²	400	nr	
		1.00m ² to 1.50m ²	100	nr	
		1.50m ² to 2.00m ²	50	nr	
AQ5	diverting existing telephone, aerial cables	1 nr	25	nr	
AQ6	remove; re-fit net curtains or other soft furnishings	1 nr	100	nr	
AQ7	remove; re-fit blinds	1 nr	150	nr	
AQ8	Replace curtain timber batten rails painted in white	up to 1.00m	100	nr	
		up to 2.00m	50	nr	
		up to 3.00m	25	nr	
AQ9	arch PVC heads not exceeding 225mm high	up to 1.00m	150	nr	
		up to 2.00m	25	nr	
		up to 3.00m	15	nr	
	extra over Door installation cost for; -				
AQ10	Letter box to front doors	per door	500	nr	
AQ11	Remove and Refix Door Bell	item	10	nr	
AQ12	Provide 'clip on' to frame where plaster line requires deeper frame	to door set one side	50	nr	
	extra over window/door installation cost for builders works; -				
AQ13	Lintels; insulated cavity wall metal standard duty lintel with 150 bearing either side	opening width			
		opening up to 1.00m	150	nr	
		opening 1.00m to 1.50m	150	nr	
		opening 1.50m to 2.00m	100	nr	
		opening 2.00m to 2.50m	75	nr	
AQ14	Plaster; remove loose plaster; remove debris; apply Unibond sealant; 2 coats plaster to match existing	not exceeding 300mm wide per m	25	nr	
		exceeding 300mm wide less than 1 m ²	10	nr	
		exceeding 300mm wide 1 m ² to 2 m ²	10	nr	

		exceeding 300mm wide over 2 m ² per m ²	5	nr	
AQ15	Rendered Properties; remove render to reveals before installation; re-rendering to match existing render finish	window up to 0.75m ² window 0.75-1.50m ² window or door over 1.50m ²	25 10 25	nr nr nr	
AQ16	Window sill; remove existing window board; white MDF bullnose or pine window board	up to 1.00m 1.00m to 2.00m 2.00m to 3.00m	50 15 10	nr nr nr	
AQ17	uPVC cappit board overboarding to tile or timber window sill	up to 1.00m 1.00m to 2.00m 2.00m to 3.00m	50 15 10	nr nr nr	
AQ18	Lower concrete threshold to allow level access threshold to be flush with floor finishes; breaking out concrete thresholds; lapping new DPC's and DPM's into existing; casting new threshold in rapid set concrete to suite floor level; preparing opening for new door; making good	for single door	5	item	
AQ19	Apply for Planning Permissions; allow for liaising with the Client and applying for planning permission on the Client's behalf for properties without delegated rights or in conservation areas	per planning application	10	item	
	extra over Window installation cost for; -				
AQ20	Toughened glass in lieu of standard glass to conform with Part K of the Building Regulations	per m ²	250	m2	
AQ21	Laminated glass in lieu of standard glass to conform with Part K of the Building Regulations	per m ²	250	m2	

Ref	Window / Door Description		Quantity	Unit	Rate per hour
	DAYWORK RATES				
	extra over Window installation cost for; -				
	For work outside the scope of work contained in the shedule of rates the follow rates will apply to works instructed by the Contract Administrator				
	Normal Working Hours 8am to 6pm				
DW1	Window Fitter	Per hour	50	hr	
	Outside Normal Working Hours and Weekends				
DW2	Window Fitter	Per hour	20	hr	
	Emergency Call Out Within Normal Working Hours				
DW3	Window Fitter (including travel time and mileage)	Per visit plus 1st hour on site	20	hr	
DW4	Window Fitter	Per hour thereafter	60	hr	
	Emergency Call Out Outside Normal Working Hours				
DW5	Window Fitter (including travel time and mileage)	Per visit plus 1st hour on site	10	hr	
DW6	Window Fitter	Per hour thereafter	30	hr	
	Material Costs				
DW7	Cost of materials used	Percentage Adjustment		%	5,000.00
	Please Note				
	All hourly rates to be calculated and invoiced to the nearest quarter hour				
	No payments will be made for travel time or mileage				
	No payment will be made for abortive visits where appointments have not been agreed with the Contract Administrator and or Tenant				
	Evidence of materials purchase and price to be provided				

PA2023 VOLUME 1

THE SPECIFICATION

019-NYC-CD - NYC Provision of Replacement
Windows and Doors

YORtender Number: 102450

Initial Term: 01/12/2025 – 30/11/2027

Option to extend 1: 01/12/2027 – 30/11/2028

Option to extend 2: 01/12/2028 – 30/11/2029

VOLUME 1: THE SPECIFICATION

A. INTRODUCTION

1. The Authority requires a Contractor to carry out full window and door replacement/s to its social housing property base. Including domestic residential and independent living schemes (flats, communal areas).
2. Composite External Door installations / Full Window UPVC Replacements, supply and fit/and or supply only.
3. The service will initially cover the areas of Selby and Richmondshire with the option to extend to Harrogate during the term of the contract and other Localities and service requirements as dictated.

B. SERVICE AIMS AND OBJECTIVES

- To bring all North Yorkshire Council's homes up to the Decent Homes Standards
- To eliminate damp and mould in the Authority's properties
- To ensure maximum energy efficiency of all of the Authority's stock
- To ensure the service is delivered efficiently ensuring quality and value for money

C. WORK VOLUME

Service	Indicative Volume PA
Composite External Door installations / Full Window UPVC Replacements	550 Units

Any volumes referenced in associated tender documents are indicative, the Authority does not offer a guarantee of service levels, these may increase or decrease during the term of the agreement.

TECHNICAL SPECIFICATION

4. The Contractor shall visit the site to check that all details described in the specification, drawing and schedules are complete and fit for purpose and the

fabrication and installation as proposed is correct and the application of materials, fittings and accessories are suitable. Any sizes given in the schedule are approximate and the Contractor will be directly responsible for taking all dimensions and details required for the tendering, fabrication and installation.

5. The Following Standards and Accreditations are required:

Organisational Standards

- FENSA or other Approved Self Certification
- Contractors windows and doors must meet PAS 24 and be Secured by Design

Third Party Accreditation

BSI – Kitemark for window and door installation

FENSA

CERTASS

BMI TRADA Q-Mark

UKCA (UK Conformity Assessed)

Building Regulation Approval, specifically Parts A, B, E, F, K, L,M,N and Q

Approved Document, Regulation 7

Product Accreditation

Windows and doors must comply to BS EN 14351-1, BS EN 12608

BS EN 1627 to BS EN 1630 relating to burglar resistance

Performance to BS 6375-2

PAS 24:2016 to include third party accreditation

The u-values required under this framework for windows are 1.3 W/ (m² K) and/or better.

Performance

Approved Documentation BS 7412, PAS 24 audited specified and Secured by Design.

- The thermal performance of all windows are to meet the requirements of the current Building Regulation Part L1B and have a minimum Window Energy Rating of A+.

BS 6375-1:20151279. Performance of windows and doors. Part 1: Classification for weather tightness and guidance on selection and specification.

BS 6375-2:2009. Performance of windows and doors. Part 2: Classification for operation and strength characteristics and guidance on selection and specification.

BS 6375-3:2009+A1:2013. Performance of windows and doors. Part 3: Classification for additional performance characteristics and guidance on selection and specification.

- Air Permeability when tested in accordance with BS EN 1026 they shall meet or exceed the performance requirements for severe rating of 300 pa
- Water Tightness when tested in accordance with BS EN 1027 they shall meet or exceed the performance requirements for severe rating of 200Pa.
- Wind Resistance when tested in accordance with BS EN 12211 windows shall meet or exceed the performance requirements for 2000 pa.

Ventilation

- Permanent or adjustable ventilation to comply with current Building Regulations (Part F and J) and current Gas Board Regulations is to be provided to all windows.
- Background ventilators are to provide a minimum of 8000mm² of equivalent free air in habitable rooms (including the kitchen) and 4000mm² in bathrooms non-habitable rooms as per Document "F" 2021.
- Gas ventilators must be Advantica or similar test data for compliance to Part J: 2010 and BS 5440-2:2009.
- Ventilators to be 'through the frame' style, Simon Frame Vent PVC-u with external hood (to include fly screen) and to be watertight to over 400pa. All vents to be tested to BS 13141-1:2019 and must be marked internally with results at 1pa.
- Ventilators must be independently acoustically tested to BS EN 717-1:2013.

- Vents must be fixed strictly in accordance with the manufacturer's recommendations and glazing height must be reduced as necessary to accommodate the vent.

Glazing Accreditation

To BS 6262 and BS EN 1279

BS EN 12150 for toughened safety glass

BS EN 14449 for laminated safety glass

BS EN 12600 for the pendulum impact test method

Low e coated glasses to BS EN 1096

All Insulated Glass Units (IGU) are to meet the requirements of BBSEN1279-3

General Glazing

- Patterned glass shall be fitted to all Toilet & Bathroom windows. Pattern to be agreed by the Contract Supervisor prior to installation.

Weather Stripping and Glazing Gaskets Accreditation

To BS 4255-1 or BS EN 12365-1

Hardware General Accreditation

To BS 8529, BS 6375-3

- Ironmongery shall be manufactured from corrosion resistant materials complying to BS EN 1670:2007 Class 4 and BS 7412:2007.
- Components such as handles and locking mechanisms are to be capable of offering adaptations in accordance with the Disability Discrimination Act Part 3 2005, and the housing providers Disability Equality Duty 2006.

General Window Hardware

- Friction Hinge - Securistyle Asd1
- Restricted - Defender Austenitic Restricted Hinge
- Egress Easy Clean Hinge - Defender Austenitic Egress Hinge
- Non-Contact Ancillary Security Device - Vector Excluder
- Cavity Fitted Opening Restrictor - Cavity Fit Restrictor

- Operation Handle - Virage
- Emergency Egress Handle - Virage
- Locking Mechanism - Defender Shootbolt

Door Hardware Accreditation

To BS EN 1935, BS EN 1906, BS EN 1303, BS EN 1670, BS 3621, BS 8621, BS 4951, BS 5872 and BS 6459

- Standard GRP Composite Door: whole door u-value of $1.6\text{Wm}^{-2}\text{K}$
- GRP Composite Fire Door FD34S: whole door u-value of $1.8\text{Wm}^{-2}\text{K}$

Door Sets to comply with

Approved Document B for fire resistance classification FD30S classification

Approved Document E

Door Leaf tested in accordance with BS476-12:1987

Apertures to BS 2911

Fire rating to non-load bearing elements, BS476-22:1987 at a UKAS accredited test house

Smoke Penetration tested to BS476-31.1:1983 at a UKAS accredited test house

Acoustics – measurement to BS EN ISO 140-3:1995 at a UKAS accredited test house

PAS 23-1:1999 & PAS 24-1:2007

10 year comprehensive product guarantee

Door Blade Construction

- GRP or Thermoplastic compression moulded skin
- Door Blade should be no less than 44mm thick
- Core Insulation, GDC (graduated density chipboard), Density: 640kg/m^3 - 680kg/m^3
- Or injected Phenolic Foam-CFC free
- Have a white internal face with smooth or grained finish.
- Have a white external pre-pigmented, colour through face with a grained effect finish.

- Door blade edging to have finger jointed hardwood timber sub frame, routed to radius of lock face plates and hinges.

Locking Mechanism

- Locks to come with three keys.
- All cylinders to be provided with internal thumbturns
- Keys must be non-restrictive. (Spare keys should be able to be obtained from the local high street.)
- Anti-bump both sides, anti-snap, anti-pick and anti-pull cylinder, tested to Pas 24 2007 annex C, cylinder to be certificated, BS1303
- Tested to BS1303:2005
- Fully adjustable keep sets.
- Nickle

Hinges

- Minimum of 3 N0 Flag hinges (BSI kitemark) in chrome or white. 3dimension adjustable Or fixed or lift off butt hinge.

Glass and Glazing Cassette

- Colour matched reglazable cassette.
- Double glazed toughened sealed units, obscured toughened inner glazing.

Outer Frame

- BS EN 12608:2003
- PVC-U
- Profile for outer frame shall white. Fabricated by means of fusion welding, joints Depth of outer frame profiles when measured from the external to internal face will be 70mm +/- 0.5mm.
- Aluminum reinforcement.

Door Closer (Where applicable)

- Concealed door closer jamb mounted conforming to BS EN 1154:1997 endurance tested to 500,000 cycles. Power size 3. Fire tested to BS EN 1634-1. Certifier CF370. Factory production control to BS ISO 9001.
- It must have:-

- Adjustable closing speed, Adjustable latch action, 316 stainless steel fixed links, solid brass end plates, Hydraulic twin power mechanism, Silver finish.

Threshold

- Low thresholds part "M" compliant will be used where possible. They should be no more than 15mm high with an approach angle of under 15o and have effective thermal breaks. (Silver anodized to match other hardware.)

Door Handle

- All finishes salt spray tested to 480hrs, BS EN 1670:Class 5
- Tested to 200,000 cycles
- Tested as part of a door set to pas 23 and 24
- Lever/ Lever or off-set lever/lever, sprung door handle. Solid die cast zinc construction with heavy duty spring cassette. Colour coordinated machine screws (to be agreed by the CA).
- Finish to be Hardex Chrome

Letter plate and security guard Fire Rated

- Aperture to BS 2911
- Conform to BSEN 13724:2002
- Tested as part of a door set to pas 23 and 24
- All finishes salt spray tested to 480hrs, BS EN 1670:Class 5
- Flap cycle tested to 30,000cycles.
- Fully coloured matched metal plates with colour matched machine thread fixings with metal fixings
- 180 degree anti snap fully metaled sprung return, 305mm letter plate, fully sleeved with integrated draught seal. With internal guard. (Hardex Chrome to match other hardware.)
- Fixed in the mid rail.

Numerals

- Spray tested to 480 hrs. BS EN 1670 class 5
- 80mm numerals Mechanical fixed (Hardex Chrome to match other hardware.)
- Fixed to the top rail

Door Knocker with Separate Viewer

- Urn door knocker with 180 degree door viewer fitted 1200mm from finished floor. Sealed to the door with clear silicone sealant. (Hardex Chrome to match other hardware.)

Door Chain

- Spray tested to 480 hrs. BS EN 167 Silver to match other hardware

Fire Door Cill

- Where low level thresholds cannot be fitted because of site conditions the following alternatives shall be employed at survey stage:-
 - 150mm P.V.C-u cills.
 - Deviants up to 20mm between different levels American white oak stripes mechanically fixed with appropriate PVC-u cover stripes and sealant.
 - Fire rated to non-load bearing elements, BS476-22:1987 at a UKAS accredited test house
 - Smoke Penetration tested to BS476-31.1:1983 at a UKAS accredited test house.

Over Head Door Closer

- All fire doors are to be fitted with a cam operated door overhead door closer suitable for the use on fire doors.
- The Overhead door closer shall conform to :-
 - EN1634
 - CE marked and tested to EN 1154
 - Suitable for door weight of 80KG
 - Colour silver to match other ironmongery

MEASUREMENT AND SURVEY

6. The Contractor shall be responsible for conducting a full internal and external site survey to determine precise dimensions for each opening. The survey will take into account any apparent defects either internally or externally to the structure or finish. Any such defects shall be noted in writing prior to commencement of the work and action agreed to rectify the problem.

Survey To BS 8213-4

7. In accordance with survey requirements, the Contractor will ensure that due

allowance for expansion, or movement tolerance on a new build has been made. It will be the Contractor's responsibility to ensure that the units, once installed, will function correctly clearing existing plaster lines, gutters and any other obstructions.

8. For existing housing stock, the Contractor shall carefully remove and dispose of the existing windows, install the new PVC-u frames and glass, provide all equipment, scaffolding and materials to fix and seal the windows – restricting the use of architrave up to 45mm. Any larger trims will need the Contract Supervisor's permission.
9. All plastering behind the architrave is to be made good by plaster patching where necessary. All making good inside and outside the dwelling is to carry out in accordance with BS 8213-4 the specification for fixing.

INSTALLATION AND DELIVERY

10. Frames and glazing are to be adequately protected against damage caused by slippage, distortion etc. and be stored under cover, raised off the ground in a dry and secure location. They shall be stored vertically and not horizontally
11. Fitting windows shall be packed into openings true and square at fixing points with plastic packing shims.
12. The contractor is to install the PVC-u windows in accordance with the manufacturer's recommendations and BS 8213: Part 4 if possible.
13. Frames and glazing are to be delivered to a central storage area and adequately protected against damage caused by slippage, distortion etc. and be stored under cover, raised off the ground in a dry and secure location. They shall be stored vertically and not horizontally.
14. Fixing to the building structure shall be screwed direct using corrosion resistant, suitable sized fixings. The fixings being positioned as recommended by the window manufacturer
15. Any tolerance between the PVC-u frame and the structural opening shall be taken up by inserting a closed cell foam filler.
16. All windows shall be externally sealed by pointing between the frame and the structure in one component, low modulus, gun grade, polyurethane based elastomeric joint sealant that conforms to all current British Standards Approved Documentation.
17. External cill ends should project a minimum of 50mm from the outer skin of the brickwork/render and shall be capped off with white purpose made capping pieces (compatible with the cills), fixed with white silicone adhesive as before. All cill must be fitted to the window prior to installation bedded on a silicone bead to the inside of the frame and the ends of the cills sealed with silicone.
18. All PVC-u internally and externally shall be cleaned of all marks, labels, dirt, dust and grease etc. using an approved PVC-u cleaner. Glass shall be free of labels and shall

be cleaned with suitable cleaner.

19. The operation of window locks, handles etc. shall be carefully explained to clients and an explanatory booklet shall be left.
20. The operation of window locks, handles etc. shall be carefully explained to clients and an explanatory booklet shall be left.

ADDITIONAL REQUIREMENTS

21. Within 28 days of the date of installation, the Contractor must supply FENSA certification and full written guarantees to the Contract Administrator.
22. Upon the removal of windows, the Contractor shall allow for carefully cutting back/reducing the existing plaster line and window boards of window opening reveals. To allow for the extra thickness of the new window.
23. Odd leg sections/frame extenders may be permitted to achieve the desired results. Where windows are coupled together there shall be through fixing 100mm from each end and at centres not exceeding 400mm.
24. The Contractor shall allow for any necessary PVC-u over cloaking window board to tiled cills.
25. The external face of newly installed PVC-u windows is not to be set flush with the external face of properties outer brickwork leaf. Windows must be set back into the reveal by at least 30mm.
26. The Contractor shall allow for all making good work to window openings both internally and externally, including masonry, plaster, cladding and decorative finishes to reveals. No additional allowance will be made for costs associated with making good which would be visible on a site inspection.
27. All materials must be safely delivered and transported around site. Fitters on site will utilise suitable vans/transporters to undertake works. Vehicles must bear no mark, advertisement or company name etc. other than that of the Contractor (under no circumstances will cars or similar vehicles be permitted).
28. The contractor must ensure all fitters are adequately trained in manual handling.
29. The Contractor shall also ensure all fitters have safe and well-maintained tools and equipment.
30. After surveying of new windows, the Contractors shall provide a schedule highlighting to the Contract Supervisor which internal window boards require replacement, prior to them being replacing. The cost of this shall be in accordance with the cost given in Schedule of rates
31. As part of the Identified Hazards Within the Works in the CDM Pre-Tender Information Pack the Client will furnish the Contractor with a site-specific

Refurbishment and Demolition asbestos survey reports for each property prior to any works being carried out. However, The Contractor must consider the potential for asbestos to be concealed within the structure as well as other hazards when pricing. All workers must have asbestos awareness site safety training and understand the correct procedure to follow should any acm's be suspected.

32. The Contractor must consider the potential for damp and mould understand the correct procedure to follow. Should damp and mould be identified the Contractor must report this to the contract supervisor.
33. Lintels – To be installed as and where required, following discussion with the Contract Supervisor on site. If the existing lintel carrying the face brickwork has failed, or no lintel is present, carefully take down two or three courses of brickwork above the window head. Insert a suitable size single skin Catnic with minimum 150 end bearing at each side, onto a full brick. Re-build the brickwork above, including slate wedging and pointing, plus all making good.
34. Allow for unclipping all existing telephone cables, aerial cables and the like from existing windows and door frames (where appropriate), and re-clip to surround in a suitable location using new cable clips of appropriate size and colour. Any cables passing through a frame/structure joint shall be routed through the outer brickwork in a plastic sleeve. The inner end of which is to be higher than the outer to prevent water penetration along or through the sleeve.
35. Remove and re-fit existing net curtains and other soft furnishings as applicable. Contractor to replace curtain timber batten rails painted in white. Using a suitable under coat (2 coats) and 2 coats of gloss. Contract Supervisor to be informed of any soft furnishings (curtains and/or blinds), not suitable for reinstatement.
36. The Authority will not provide for storage of materials on site. The Contractor's compound must be kept clear and tidy at all times.
37. Working hours are restricted to 08:30 to 17:00 hours, Monday to Friday and excludes any Bank Holidays. Any additional hours worked outside these parameters would need explicit written permission from the Contract Manager.
38. The Authority may remove any of the proposed items of work from the schedule, without financial penalty being incurred.
39. Post work completion, residents will be issued with a Resident Satisfaction Questionnaire. The Authority will be responsible for issuing the Questionnaire. Residents will be invited to select whether they are satisfied in relation to (but not limited to):
 - Quality of work
 - Professionalism of contractors

Options for selection are:

Strongly Satisfied
Satisfied
Not Satisfied
Strongly not Satisfied

Resident Satisfaction Questionnaire outcomes will be used as per Section 94 to measure performance as per KPI and will be reviewed as part of contract management meetings.

FURTHER REQUIREMENTS

40. Multi access scaffolding may be a requirement of the Contract, whereby the Principal Contractor is required to allow other Contractors to use their scaffolding to complete works not related to this Contract. Where is required, the Principal Contractor will be expected to work with the Principal Designer to establish how this will work best in practice. The Principal Contractor will also be expected to induct any other Contractor using their scaffolding.

SPECIAL CONDITIONS

The Contractor shall make allowance for the following attendances:

- No skips to be on site and waste to be removed on a daily basis
 - Suitable storage containers or hut
 - Sanitary and welfare facilities
 - Herras fencing to contain site set up.
 - Manual/mechanical hoist
 - Scaffolding, adapters, trestles, platforms etc. suitable for the works
 - Mains power, the resident's power is not available
 - Water, the resident's water is not available
41. Note: If required The Contractor must make their own allowance for location of skips, site facilities and storage area and the locations are to be agreed on a location-by-location basis with the Contract Administrator. The costs of re-locating any site compound and making good the compound is all deemed to be included in the Contractors tendered rates and no additional payments will be made by NYC.
42. The Contractor must make allowance for their own provision of water and power for the execution of the works. However, if this is obtained from the residents of the houses and flats, allowance must be made for any reimbursement to the residents for costs that are likely to be incurred. In this respect, any such agreement is to be formally made in writing by the Contractor.
43. If the Contractor intends to erect scaffolding on an adjoining property, all agreements, negotiations and obligations agreed will be solely between the Contractor and the adjoining owner. The Contractor must, however, in the event

of the adjoining owners not granting access, allow for carrying out all works from and within the confines of the Authority's property,

44. The Contractor shall also allow for liaising with the owners of any adjoining 'privately' owned properties to advise them of the works that are being carried out, the timescales and any other queries they may raise.
45. The Contractor shall allow for all necessary temporary support to openings to allow for the removal of existing window and door frames.
46. The Contractor shall restrict and or confine their operations to the areas agreed with the Contract Administrator and allow for the full reinstatement of all areas disturbed by the works upon completion to the satisfaction of the Contract Administrator.
47. The Contractor shall ensure that all windows and doors remain fully operable and are not restricted in any way by the erection of the scaffold. This is so as to maintain both means of escape and ventilation.
48. The Contractor shall operate a just in time for installation delivery protocol, whereby windows are delivered to site for immediate installation.
49. The Contractor shall provide a schedule of properties that are due to be completed in each month. This is to be shared and agreed with the Contractor Administrator on a monthly basis,

PLANNING APPROVAL

50. The Contractor is to note that where works apply to flats, planning approval will be required prior to the commencement of the works, most of the locations may not have received approval and as such the Contractor shall assist the Authority by undertaking the preparation and submission of the planning application. The Contractor shall include prices within their tender for preparing and submitting planning applications. All fees associated with the planning application itself will be paid separately by the Authority and as such the tendered rates only need to include for the preparation and submission of the planning application.

Listed Building Consent:

51. The Contractor shall be responsible for obtaining all necessary Listed Building Consent required for the project. This includes but is not limited to liaising with relevant authorities and ensuring compliance with all applicable regulations.

Communication with Conservation Officer (if applicable):

52. In cases where a Conservation Officer's involvement is necessary, the Contractor shall be responsible for all communications with said officer. This includes providing necessary documentation and ensuring compliance with any recommendations or requirements.

Planning Application Fee:

53. The Contractor shall include the charge for the planning application fees associated with the project within the tender submission schedule of rates.

Right to Retain Planning or Contract Elsewhere:

54. The Authority reserves the right to carry out their own planning process for the project or contract it to another party if deemed more viable. The decision to retain or contract out the planning process shall be at the sole discretion of the Authority and shall not impact the overall terms of the contract with the Contractor.
55. In respect of the above, the Contractor is to confirm with the Contract Administrator that any particular site has approval, prior to the commencement of surveys.

SITE SURVEYS BY CONTRACTOR

56. The Contractor must visit all properties to ascertain the full extent of the works, the nature and location of the site together with any restrictions which may affect the execution of the works.
57. No additional costs will be considered in respect of claims for restricted or unavailable access to areas.
58. The Contractor is to note that the drawings and property schedules have been prepared on an indicative basis and show proposed layouts for windows and doors which may vary from the existing installations. i.e., side hung casements proposed instead of top hung. Window drawings are indicative, and sizes shown are approximate to allow for pricing.
59. Likewise, opening casements, fanlights are approximate and are to be sized accordingly where required to be egress windows etc.
60. The Contractor shall undertake a pre-manufacturer site survey of all properties and communal parts where specified and provided a detailed schedule and drawing of all new windows, screens, doors etc and submit to the Contract Administrator for approval. The Contractor shall be responsible for establishing, quantities, accurate site dimensions and configurations for each new window, screen and door opening. The schedule/drawing for each shall indicate the following information:
- Window/door number, property address
 - Structural opening and manufacture size
 - Detail of glazing type
 - Type of cill, i.e., no cill, snub nose, 150mm etc
 - Noting obscured glazing
 - Glazing bars
 - Opening sash sizes
 - Identify egress windows.

- Show clear opening sizes for egress windows.
- Green button handle
- Opening direction, all drawings viewed from the outside
- Ironmongery type, colour, restrictor, easiclean, egress, locking/non-locking etc.
- Trickle vent/gas vent
- Extractor fans

61. The Contractor shall ensure that proper and thorough consideration and allowance is made in respect of the following:

- The location of the flue and the associated design of the casement
- Rapid and trickle ventilation (including permanent ventilation for rooms with gas appliances).
- Egress windows for first floor habitable rooms to houses. This may involve the incorporation of a wider offset casement or flying mullion detail where the existing opening is not sufficiently wide enough.
- Add on sections where required to accommodate trickle vents without clashing with internal finishes.
- Where doors and windows are to Juliet balconies, that the opening doors and windows do not clash with any balcony railings and handrails.
- Providing fixed glazed lights where the top of any window opening will be below 800mm, higher where required by the Building Regulations to common parts.
- Safety glazing.
- The correct width and depth of window cills to achieve a projection of 40-50mm beyond the face of the brickwork.
- Proper use of snub cills to windows with special brick cill details.
- Coupling details between windows and doors
- Trimming of retained timber posts between front doors and windows.
- Uniformity of the handing of opening casements, i.e., opposite handing of the same window in handed properties.
- Glazing bars to match the existing configuration.
- Structural posts to corner windows.
- Restrictor hinges to all windows (to be compliant where egress windows installed)
- Cleaning the outer glazing from the inside, easy-clean hinges.
- Noting all bathroom and w.c. windows which require obscured glazing.

62. Some residents may have changed full height window units to sliding patio doors. Where this is the case and has not been picked up on the

drawings/schedules, the Contractor shall allow for the same window configuration as the other properties.

RESIDENT AND LEASE HOLDER CHOICES

63. The Contractor will agree the colour of the front door with the resident or leaseholder. No more than five colour options are required, and the colour need only be to the outward facing side of the front door. For colour to be on both sides of the door, a variation would apply.
64. The information will be gathered at the time of survey. The Contractor will obtain written confirmation from each resident or leaseholder for choices made and will produce a schedule for the Contract Administrator. The Contractor may need to plan and hold a residents' and leaseholders' open day.
65. If the Contractor has a need to use a resident's or leaseholder's water or electricity supply, then this shall be discussed with them at the time of survey. Any such agreements should be signed by the Contractor and the resident or leaseholder prior to commencement of the work.

COMPETENCY

66. All works are to be carried out by competent trades persons at all times. The trades person carrying out the works shall have full knowledge of the system and or product that they are installing and carry out those works to a high standard. They are also deemed to have read the specification of works to understand the full requirements.
67. The Contractor must be FENSA approved.

WINDOW SAMPLES

68. Two weeks prior to fabrication of any windows, the Contractor shall provide a sample casement window with opening sash and sash window complete with ironmongery for approval by the Contract Administrator.

STANDARD INSTALLATION SETTING

69. The Contractor shall commence works to one property only and complete the window/door installation. This property is to be offered to the Contract Administrator for snagging. This property will then be used to monitor the quality of works at the remaining properties.

WORKS CHECKLIST

70. The Contractor shall only undertake snagging on fully completed properties.

SITE CONDITIONS RECORD PHOTOGRAPHS

The Contractor, upon commencing his works on site, is to photograph the following areas so as to be able to demonstrate the existing condition and or

any existing defects or problems:

- All external parts of the area containing the site set up including roadways, driveways, pavements and verges, areas of grass and the like.
- External parts of each property including front and rear gardens and any adjoining properties external parts.
- All associated internal areas within the property

One set of site photographs to be handed to the Contract Administrator, for record purposes, prior to the commencement of the works to each area and or property as appropriate.

WORKS IN OCCUPIED PREMISES

The Contractor's attention is drawn to the following special conditions:

71. At all times the residents and other visitors to the development must be able to enter and leave safely. The Contractor must allow in his tender for all necessary temporary protection, hoardings and the like.
72. The Contractor must take all possible measures to ensure that during the course of the works the residents are able to move freely around their properties, both internally and externally and that the works are to be programmed so as to cause the minimum disturbance to the residents.
73. The Contractor must also ensure that there is access through and around all common external areas.
74. The Contractor shall allow for the provision of storage facilities, self-adhesive film, tarpaulins, dust covers, and all other protective measures as required.
75. Loose laid sheets are not to be used as they are a trip hazard.
76. Where internal access is unavoidable, as a minimum requirement the Contractor is to allow for the provision of clean self-adhesive sheeting from the front entrance door of an individual dwelling up to and including the farthest point of working. This to cover all rooms and areas being worked on.
77. The Contractor is to note that it is not intended to carry out any redecoration and hence great care should be taken during the works. The Authority does not anticipate the need to redecorate post installation any damage will be at the cost of the contractor and agreed with the Contract Administrator.
78. Any items of works which are incomplete must be adequately screened off.

ENABLING WORK

79. The Contractor shall allow re-routing cables which run through or around

frames internally through external walls in a pvc conduit, or where appropriate around the frame neatly fixed with proprietary clips at 300mm centres.

80. Where electrical fixtures/fittings such as lights, doorbells are affixed to existing frames which are specified for replacement, the Contractor shall allow for all works necessary to facilitate the installation of the new frames, including the temporary removal, re-fixing and re-connection on completion and leaving all full operable.
81. The Contractor must allow for temporarily re-siting and refixing of TV aerials, satellite dishes, BT cabling and the like as required to avoid loss of signal or connection through erection of scaffolding or the works. The Contractor must allow for the refixing TV aerials and satellite dishes in the original location and left fully operational upon completion.
82. All works where required by or which are notifiable under Approved Document P of the Building Regulations, shall be undertaken by a NICEIC registered electrical contractor and the Contract Administrator shall be provided with a minor works electrical installation certificate to comply with the requirements of BS 7671.
83. The Contractor shall ask the resident's if they wish for the Contractor to remove curtains roller blinds, venetian blinds, security screens net curtains, tracks, poles, brackets, battens and the like, making them aware that the Contractor and Authority cannot accept any damage or liability of the damage of the resident's items.
84. The Contractor shall allow for removing all items fixed directly to the frames and refixing in an adjacent location, not in the new frame.

STRIPPING OUT

85. The Contractor shall remove all windows (including secondary glazing), screens, doors complete with all frames, cills, sub-cills, battens, fixings, trims, mastic sealant and other components forming part of the original installation.
86. Where secondary glazing is present the Contract Administrator is to be notified and confirmation sought for its removal, as the secondary unit may have been installed by the resident.
87. Window boards and damp-proof courses are to be retained.
88. The Contractor shall remove all cat flaps/ extractor vents.
89. All window and door frames are to be carefully removed in accordance with BS8213-4, with fixings cut or unscrewed and not levered out so as to prevent damage to brick/blockwork and plaster/decorative finishes.
90. The Contractor shall pay particular care in the removal of timber sash windows to reduce damage to the surrounding plaster finishes.

91. The Contractor shall clean all openings of dust, detritus and loose mortar/plaster.
92. The Contractor shall remove all ivy and vegetation where these are affecting the execution of the works, to include the erection of scaffold and the like.

GURANTEES

93. At completion, the Contractor shall provide a 10 year 'Insurance Backed Guarantee' (the 'Guarantee') for all the window and door installations in respect of all materials and workmanship in connection with the installation. To include ironmongery, glazing, window and door frame sections, mastic and the like. The Guarantee is to commence from the date of practical completion.
94. The Guarantee shall be made out in the name of the Authority, as the owner together with the full property address. Original certificates are to be handed to the Contract Administrator. Electronic copies are to be included within the H&S File.
95. The Contractor shall provide a copy of their proposed insurer's policy when submitting their tender for approval by the Employer.
96. The Guarantee shall be recognised and approved by FENSA.
97. The Contractor shall pay all charges in connection with taking out and maintaining the cover for the duration of the 10-year guarantee.
98. Upon completion of the works the Contractor shall provide a product guarantee for all specified products offered by Rehau, Veka, Profile 22, Yale, Swish Building Products and like.
99. The guarantee is to be made out in the name of the Authority. The Contractor shall pay all charges in connection with the same.

CLEANING

100. Upon the completion of the works for each property the Contractor shall arrange for all windows and doors inclusive of frames, shuts and cills to be cleaned.
101. The Contractor shall remove all protective film, labels and adhesive from all areas of work.

D. KEY PERFORMANCE INDICATORS

For contracts worth over £5m there are publication requirements set out under the Procurement Act 2023. All KPI's require publication, however three will be reported as part of this Contract, these will include KPI **93,95,96** the contractors performance will be published in respect of these three KPI's only.

Ref	Performance measurements	frequency	Key Indicator	Service level performance measure
93	Reporting KPI: In the agreed format outlined at inception, reports to be received no later than the 26th of the month post Month / Quarter end date.	Monthly / Quarterly as per F98	Submission on time Quality and accuracy	100%
94	Resident Satisfaction KPI: percentage of residents strongly satisfied or satisfied with the completed works. Target: 90% or above satisfaction.	Quarterly Reporting	Resident Feedback Questionnaire responses <ul style="list-style-type: none"> • Green rating:90% and above • Amber Threshold: 80% - 90% • Red threshold: Below 85% 	90%
95	Defects Completed on Time KPI: Percentage of reported defects resolved within the agreed SLA (7 working days). Target: 98% or more resolved on time.	Quarterly Reporting	<ul style="list-style-type: none"> • Green threshold: 98% and above • Amber threshold: 90% – 97% • Red threshold: Below 90% 	98%
96	Number of Complaints Upheld KPI: Number of formal complaints received per 100 properties. Target: 3 or fewer complaints per 100 properties installed.	Quarterly Reporting	<ul style="list-style-type: none"> • Green threshold: 0–2 • Amber threshold: 3–5 • Red threshold: 6+ 	3%
97	Social Value		97a. Resident Engagement	

	<p style="text-align: center;">Delivery</p> <p>KPI: Delivery of the agreed Social Value commitments in line with the successful bidders tender submission</p> <p>Target: To be Agreed Post Contract Award delivery of agreed Social Value commitments within specified timeframes.</p> <ul style="list-style-type: none"> • Green: 100% delivery • Amber: 75% – 99% delivery • Red: Below 75% delivery 		<p style="text-align: center;"><u>Sessions</u></p> <div style="background-color: black; height: 100px; width: 100%;"></div> <p style="text-align: center;"><u>97b. Apprenticeships</u></p> <div style="background-color: black; height: 150px; width: 100%;"></div> <p style="text-align: center;"><u>97c.Apprentice Qualification</u></p> <div style="background-color: black; height: 50px; width: 100%;"></div>	
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E. MANAGEMENT INFORMATION

98. Report Required

	Report Required	Frequency
a.	<p>Submission of analytical reports on:</p> <ul style="list-style-type: none"> • How many properties started to date • How many properties completed to date <p>In the agreed format outlined at inception, reports to be received no later than the 5th of the month post month end date.</p>	Monthly
b.	<p>Submission of analytical reports on:</p> <p>Defects Completed on time (within 7 working days) Defects not Completed on time (outside 7 working days) Delivery of agreed Social Value commitments 97a,b,c,d,e,f,g.</p> <p>In the agreed format outlined at inception, reports to be received no later than the 5th of the month post quarter end date.</p>	Quarterly

F. CONTRACT MANAGEMENT

99. The Authority and the Contractor will appoint a manager to oversee this Contract. Both parties will inform each other of the contact details for their Contract Manager.
100. The Contractor will attend Monthly Contract review and progress meetings between the Contract Administrator and the Contractor. These meetings will normally be held on Authority premises unless agreed otherwise. No expenses will be payable by the Authority to the Supplier for attendance at these meetings.
101. Post Mobilisation and Implementation and subject to satisfactory performance, Monthly Review/progress meetings will reduce to Quarterly. NYC reserves the right to increase the frequency of meetings as required.

G. SOCIAL VALUE

102. The Authority is committed to delivery of social value through our supply chains Specific consideration must be given to:
 - Creating opportunities for quality employment and skills development.
 - Improving innovation, supply chain resilience and security of supply.
 - Tackling climate change and reducing waste.
103. Specific consideration must be given to carbon reduction in line with the Authority's Beyond Carbon plan and the Authority's commitment to be carbon neutral by 2030. Including;
 - Is there an opportunity to lessen the emissions in procuring the goods, works and services
 - Is there an opportunity to work with suppliers, partners and contractors to reduce the environmental impacts of their operations
104. A tailored Social Value Delivery Plan shall be agreed within 12 weeks of contract award.

H. CONTRACT EXIT ARRANGEMENTS

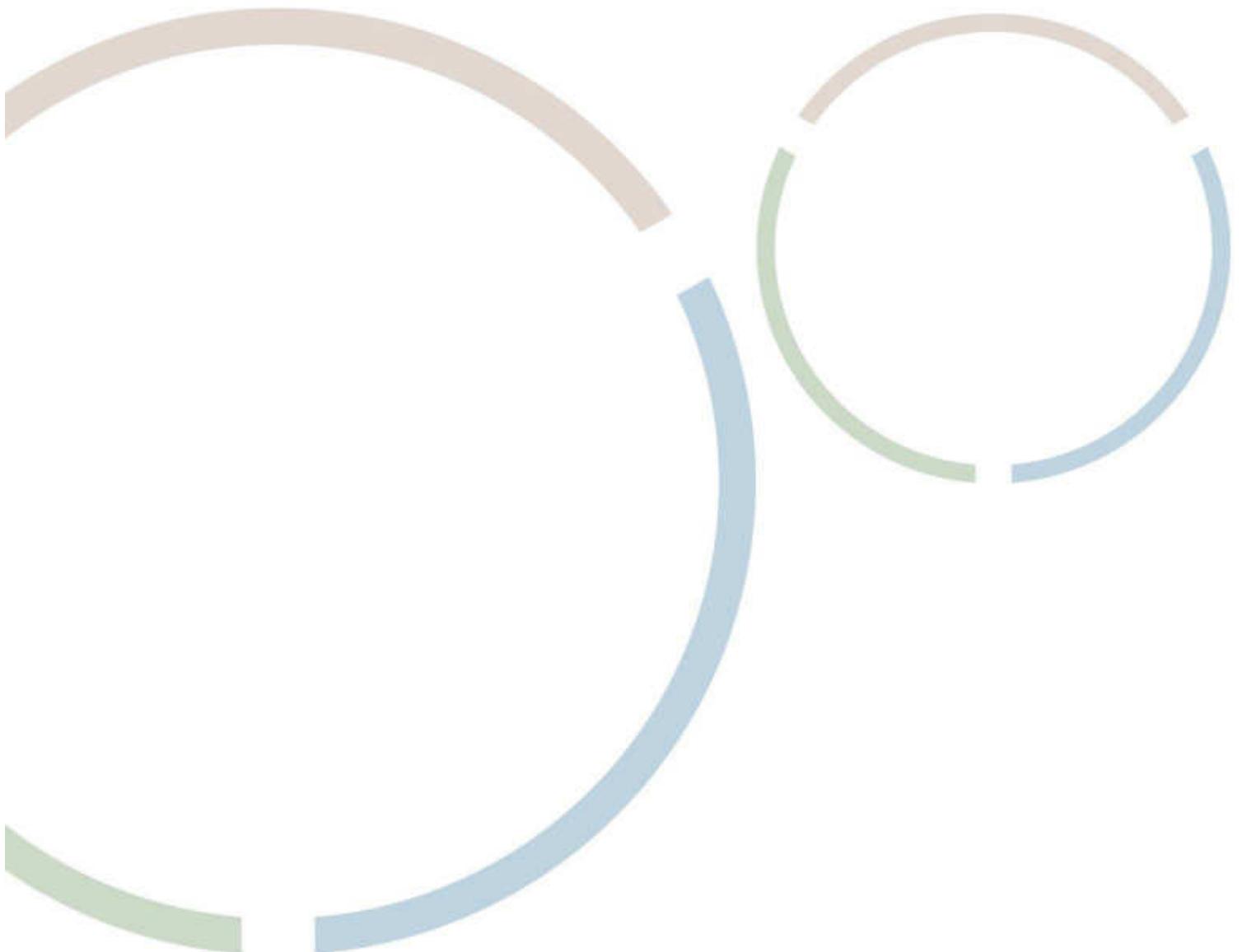
105. The Contractor will work with the Authority and any new Contractor in the event of a transition to a new Contractor with any reasonable requests as agreed with the Authority and in the provision of any relevant service information to ensure a successful handover of service from the proposed new start date.
106. The Contractor is required to produce a high-level exit plan 3 months prior to expiry.



PA2023 VOLUME 3

PROCUREMENT SPECIFIC QUESTIONNAIRE

019-NYC-CD - NYC Provision of Replacement Windows
and Doors



MUST BE RETURNED AS PART OF YOUR SUBMISSION

PRELIMINARY QUESTIONS

Scoring Criteria – Information only (Q1, Q2, Q3, Q6) and Threshold (Q2,Q4)

Please answer the following questions in full.

Q2 The threshold is met when your organisation is registered on the Central Digital Platform (CDP) and the unique identifier has been provided.

Q4. *Threshold is met when confirmation is received whether your organisation is or is not on the debarment list.*

Organisations that are on the debarment list will be disqualified.

A supplier may be excluded on the grounds of providing insufficient or false information.

No.	Question	Response
1.	What is your organisation name?	[Redacted]
2.	You must be registered on the Central Digital Platform (CDP). What is your CDP unique identifier?	[Redacted]
3.	<p>Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.</p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:</p> <ul style="list-style-type: none"> a. the name of the group/consortium. b. the proposed structure of the group/consortium, including legal structure where applicable. c. the name of the lead member in the group/consortium. d. your role in the group/consortium (e.g. lead member, consortium member, contractor). 	[Redacted]
4.	<p>Are you on the debarment list?</p> <p><i>The debarment list can be found on this page:</i> Procurement Review Unit - GOV.UK</p>	[Redacted]
5.a)	Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission?	[Redacted]

	This may include using these tools to support the drafting of responses to Award questions.	
5.b)	Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy.	
5.c)	Are AI or machine learning technologies used in the delivery of any aspect of this contract?	
6.	As part of your submission, please confirm which information you deem to be commercial sensitive, the reason(s) it should be exempt under FOIA and the period of time for which it should be considered exempt. Note that the Council is required to publish a redacted copy of the contract and this response will inform the redactions.	

PART 1 – CONFIRMATION OF CORE SUPPLIER INFORMATION

Scoring Criteria

It is mandatory for suppliers participating in this procurement to be expected to register on a central digital platform (CDP).

Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender> . Part 1 provides confirmation that suppliers have taken these steps.

Question 7 – Threshold

The threshold is met when your organisation provides us with up-to-date core supplier information from the CDP.

A supplier may be excluded on the grounds of providing insufficient or false information.

No.	Question	Response
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7.	You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).	
8.	<p>The Authority uses an electronic signatures system (SigningHub) to issue contracts electronically for signatures. Provide details of up to two authorised signatories in your organisation which will be used if your tender is successful.</p> <p>Information on the legal status in relation to the use of electronic signatures can be found here.</p>	

PART 2 – ADDITIONAL EXCLUSIONS INFORMATION

Part A

Scoring Criteria – Threshold

Q9. Threshold is met where the organisation confirms any associated persons or sub-contractors responsible for the delivery of this contract.

Questions 10,11 & 12 – Threshold

The threshold is met when conditions of participation you are relying on is identified, in addition if any associated persons you are relying on have not been placed on the debarment list.

Part B

Scoring Criteria – Threshold

Q13. Threshold is met when a list of all suppliers who you intend to sub-contract to are provided, along with their unique identifier (if they are registered on the CDP)

Q14. Threshold is met when confirmation is received that subcontractors are not on the debarment list.

A supplier may be excluded on the grounds of providing insufficient or false information.

Part 2A – Associated Persons

No.	Question	Response
9.		

	Are you relying on any associated persons to satisfy the conditions of participation? (These are other suppliers who might be sub-contractors or consortium members but not a guarantor).	
If you have answered "Yes" for Q9, please complete Q10, Q11, Q12. If you have answered "No" for Q10, please skip Q10, Q11, Q12.		
10.	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	
11.	For each associated person, you must confirm they are registered on the CDP and have shared with you their information and you have submitted this as part of your tender (either a share code or PDF download).	
12.	Are any of your associated persons on the debarment list? <i>The debarment list can be found on this page: Procurement Review Unit - GOV.UK</i>	

Part 2B – List of all intended sub-contractors

No.	Question	Response
13.	<p>Please provide:</p> <p>a) a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)</p> <p>b) their unique identifier (if they are registered on the CDP) or otherwise, a Companies House number charity number, VAT registration number, or equivalent</p> <p>c) a brief description of their intended role in the performance of the contract.</p> <p>If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q14 are not applicable.</p>	

	<p>If a sub-contractor is unknown at the start of the procurement or brought in during it), this is to be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.</p>	
14.	<p>Please confirm if any intended sub-contractor is on the debarment list.</p> <p><i>The debarment list can be found on this page: Procurement Review Unit - GOV.UK</i></p>	

Part 3 – Questions Relating to Conditions of Participation

Scoring Criteria – Threshold

Financial Capacity

Q15 & 16 This section will be used to assess the overall financial stability of your organisation. The threshold for questions 16 is that the requested information is provided. The threshold will be met if the authority is satisfied with your organisation’s financial stability.

In assessing an organisation’s financial stability, the Authorities will review the accounts and any relevant accompanying financial information submitted. They will calculate profit and working capital ratios and net worth and review turnover levels, observing trends over recent years.

Financial references and internal credit checks will be undertaken to analyse your organisation’s financial position and determine the level of risk it would represent to the authority, having regard to the contract requirement and value, criticality and the nature of the market. The assessment of risk is based on sound business judgement rather than just a mechanistic application of financial formulae. If the authority deems the financial position of the organisation to be acceptable, the threshold is passed. If the threshold is not passed then the Authority will disqualify the organisation and the organisation will be rejected from the procurement process.

Depending on timescales, further financial checks may be carried out by the authority between receipt of tenders and contract award which may impact on the contract award decision.

The organisation that is expected to enter into the contract with the Authority ("the Lead Organisation") will be subject to the Economic and Financial Standing pass/fail evaluation.

Where the Lead Organisation is seeking to rely on the economic and financial standing of a parent company (or other organisation) to satisfy the pass/fail test then the Supplier should state this explicitly; provide a letter of commitment from the parent company (or other organisation) to provide a guarantee; additionally provide the financial information in respect of the guarantor and also complete questions 15 & 16 below. In such cases, reliance on the other body to satisfy this test will be subject to providing a guarantee which

is satisfactory to the Authority. The Authority also reserves the right to require that entity to be jointly liable for the execution of the contract.

Question 17 - Insurance

The threshold is met when confirmation is received that you already have or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated.

Question 18 – Payment Terms

The threshold is met when confirmation is provided that you have the systems in place for 30 day payment terms (as a minimum) in all of your supply chain contracts.

A supplier may be excluded on the grounds of providing insufficient or false information.

Financial Capacity

No.	Question	Response
15.	<p>Financial Check – A Company Watch Assessment will be undertaken on the information provided via the CDP. Please confirm that your full accounts or equivalent have been uploaded onto your supplier information on Find a Tender Service.</p>	
16.	<p>Are you relying on another supplier to act as a guarantor? If so, please provide their name evidence of their economic and financial standing.</p>	
17.	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> a. Employer’s (Compulsory) Liability Insurance = £10million b. Public and Product Liability Insurance = £10million c. Professional Indemnity Insurance = £2million d. Cyber Insurance = £500,000 <p><i>*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:</i> www.hse.gov.uk/pubns/hse39.pdf.</p>	

18.	Please confirm you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain for this contract if successful.	
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Legal Capacity

No.	Question	Response	
19.	<p>If You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation please -</p> <p>confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</p>		
20.	confirm that the statement complies with the requirements of Section 54.	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
21	<p>If your latest published statement is available electronically, please provide:</p> <ul style="list-style-type: none"> the web address, precise reference of the documents. 		
22	<p>If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.</p>		

23	Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.	
24	Confirm that you will provide a redacted copy of the contract within 30 days of contract signature if you are successful.	

Technical Ability

Relevant experience and contract examples											
25.	<p>Provide details of two contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).</p> <p>Where this procurement is for goods or services, the examples must be from the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.</p> <p>For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).</p> <p>If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>										
	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th data-bbox="276 1637 563 1709"></th> <th data-bbox="563 1637 1074 1709">Contract 1</th> <th data-bbox="1074 1637 1402 1709">Contract 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="276 1709 563 1843">Name of customer organisation who signed the contract</td> <td colspan="2" data-bbox="563 1709 1402 1843" style="background-color: black;"></td> </tr> <tr> <td data-bbox="276 1843 563 1986">Name of supplier who signed the contract</td> <td colspan="2" data-bbox="563 1843 1402 1986" style="background-color: black;"></td> </tr> </tbody> </table>			Contract 1	Contract 2	Name of customer organisation who signed the contract			Name of supplier who signed the contract		
	Contract 1	Contract 2									
Name of customer organisation who signed the contract											
Name of supplier who signed the contract											

	Point of contact in the customer's organisation	
	Position in the customer's organisation	
	Email address	
	Description of contract	
	Contract start date	
	Contract completion date	
	Estimated contract value	

No.	Question	Response
Experience of sub-contractor management		
26.	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously).</p> <p>The description should include the procedures you use to ensure performance of the contract.</p>	
Organisational standards		
27.	<p>Please confirm you adhere to the organisational standards required as per PA2023 Volume 1 Specification.</p> <ul style="list-style-type: none"> FENSA or other Approved Self 	

	<p>Certification</p> <ul style="list-style-type: none"> Tenderer's windows and doors must meet PAS 24 and be Secured by Design 	
Carbon Reduction		
28.	<p>a) Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard.</p> <p>b) Provide a link to your most recently published Caron Reduction Plan here:</p> <p>c) Please confirm that your organisation is taking steps to reduce your GHG Emissions over time and is publicly committed to achieving Net Zero by 2050.</p> <p>d) Please provide your current net Zero Target Date:</p> <p>e) Supplier Emissions Declaration</p> <p>i) Baseline Year:</p> <p>ii) Scope 1 emissions:</p> <p>iii) Scope 2 emissions:</p> <p>iv) Scope 3 emissions:</p> <p>v) Current/ Most Recent Reporting Year:</p> <p>vi) Scope 1 emissions:</p> <p>vii) Scope 2 emissions:</p> <p>viii) Scope 3 emissions:</p>	
ADDITIONAL TOPICS		
29.	<p>Guarantees and Warranties</p> <p>On installation the Contractor shall provide a Manufacturer 10 year guarantee on all installed windows a covering all glass; frames and hardware</p> <p>At completion, the Contractor shall provide a 10 year 'Insurance Backed Guarantee' (the 'Guarantee') for all the window and door installations in respect of all materials and workmanship in connection with the installation. To include ironmongery, glazing, window and door frame sections, mastic and the like. The</p>	

	<p>Guarantee is to commence from the date of practical completion.</p> <p>Please confirm your organisation can provide the above guarantees and warranties.</p>		
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Part 4: Award Questionnaire

Award Criteria - Scored

Bidders are required to respond below to each of the quality questions. Each question will attract a percentage of the overall score as indicated.

Bidders are required to provide a written response to these questions that will form the basis of the qualitative evaluation of the tender. Bidders should note the maximum word limit allowed for each question.

All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. The bidder must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text

Q1 Resident and Stakeholder Engagement WEIGHTING: 3%

Describe your approach to communicating with residents and stakeholders to ensure they are engaged positively and kept informed throughout the project. Include:

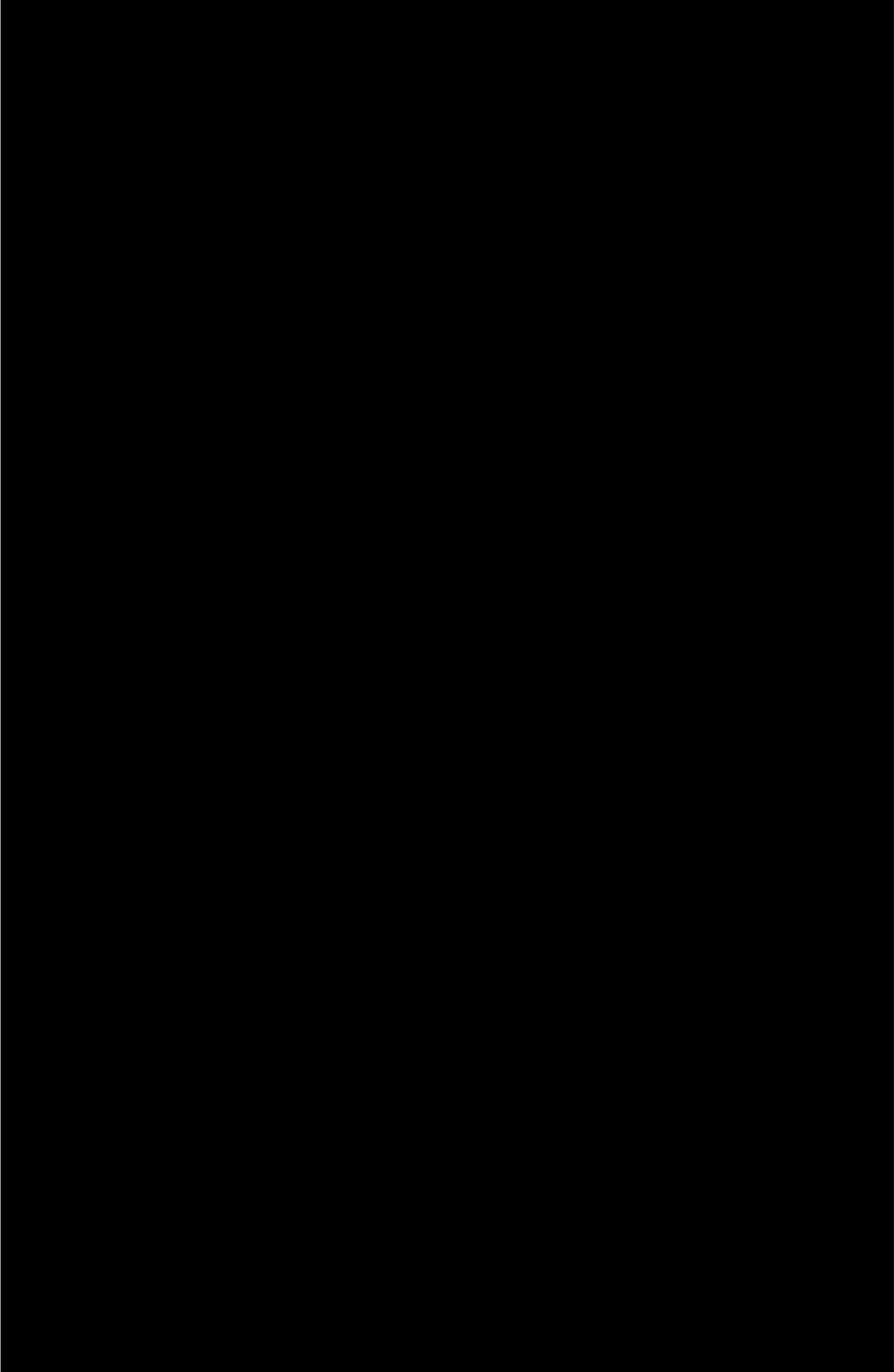
- How you will develop communication strategies tailored to different stakeholders.
- Methods and strategies you will use to resolve resident concerns or challenges (e.g., information sessions, written notices, or resident liaison officers).
- How you will ensure that all relevant stakeholders, including residents, remain informed and updated on work progress, and of any impact upon them with respect to noise, vibration, smell and the impact of any scaffolding/working at high equipment etc; evidencing your ability to do so.

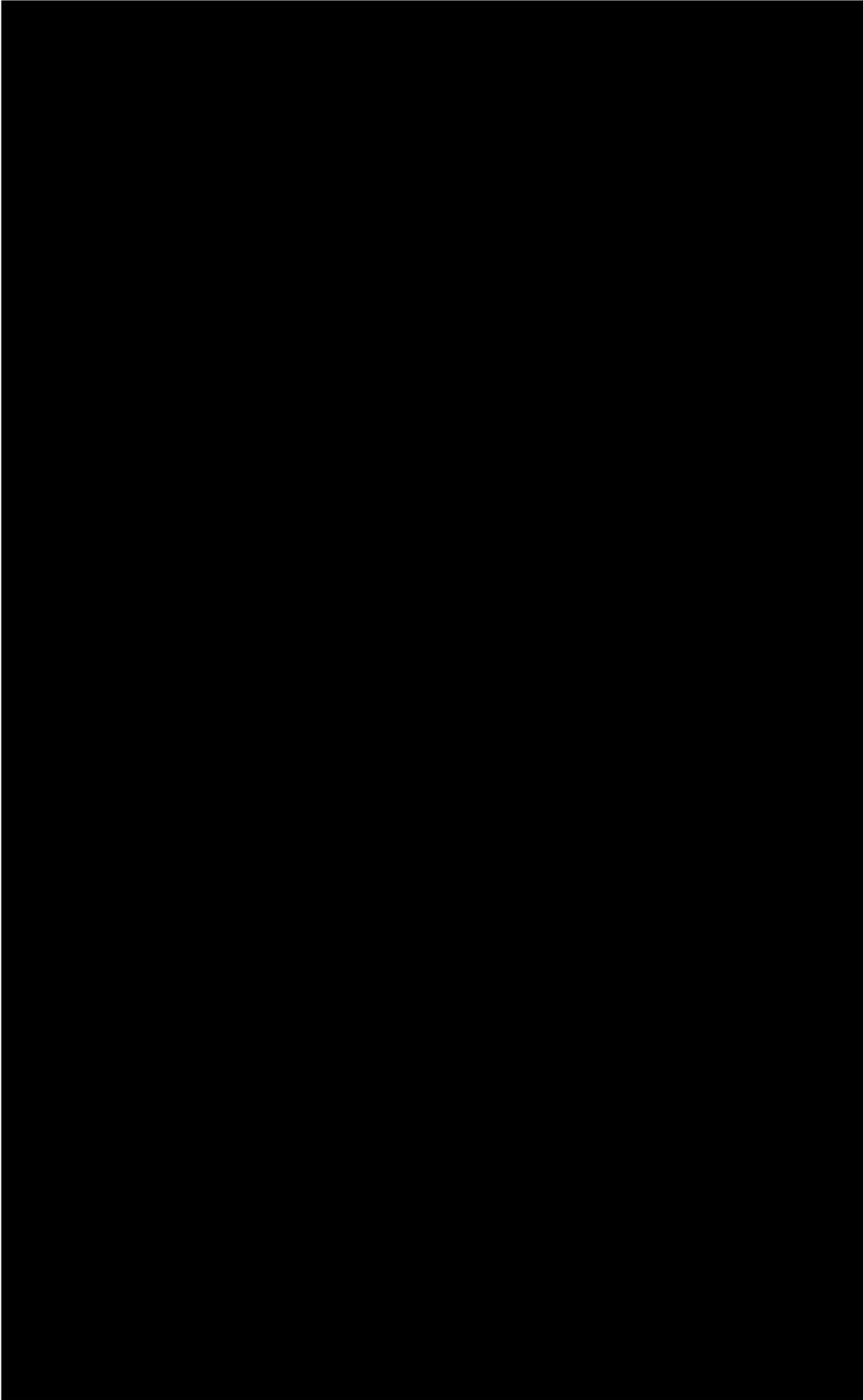
Your response should include specific examples of past success in engaging residents.

Maximum word count: 500 words.

Attachments: [Examples of past success in engaging residents permitted as attachments only these will not contribute to the overall word count]

Describe your approach to communicating with residents and stakeholders to ensure they are engaged positively and kept informed throughout the project.





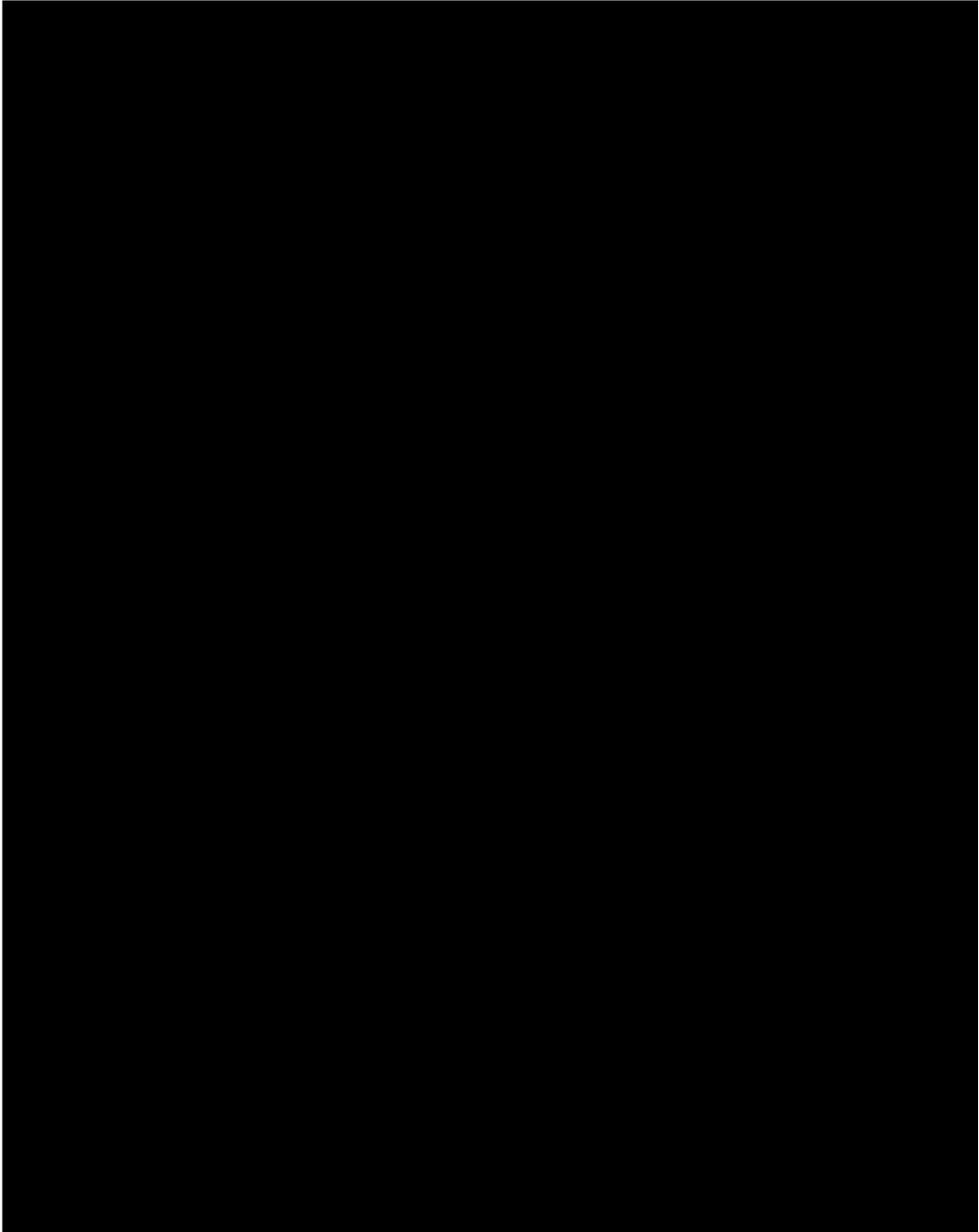
Q2 Accessing Properties

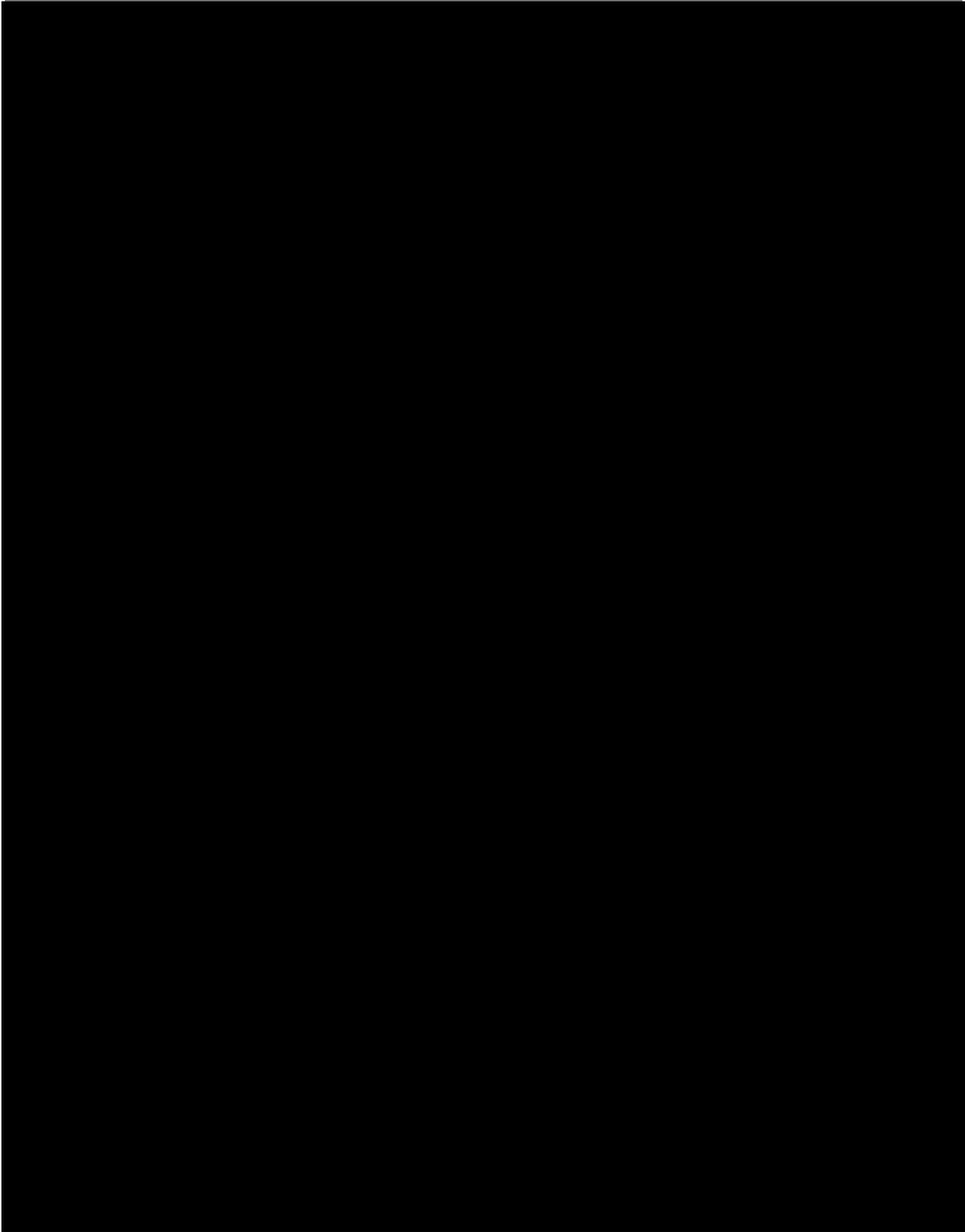
WEIGHTING: 5%

Please outline your approach to gaining access to properties, particularly where challenges may arise (e.g., uncooperative residents, voids, or logistical barriers).

Your response should include specific examples of past success in managing access effectively, demonstrating how you will apply this experience to deliver meaningful outcomes in this contract.

Maximum word count: 500 words | Attachments: [Not permitted]





Q3 Programming the works

WEIGHTING: 10%

a. Programme Management

Provide an outline of how you plan and manage project programmes to ensure timely delivery. Include details of:

- How you identify and mitigate risks to project timelines.
- How you keep stakeholders informed about progress and potential delays.
- Tools and systems you use to track and report on project delivery.

Please provide a mobilisation plan setting out the key stages you envisage will be required following successful award to enable you to commence on site delivery.

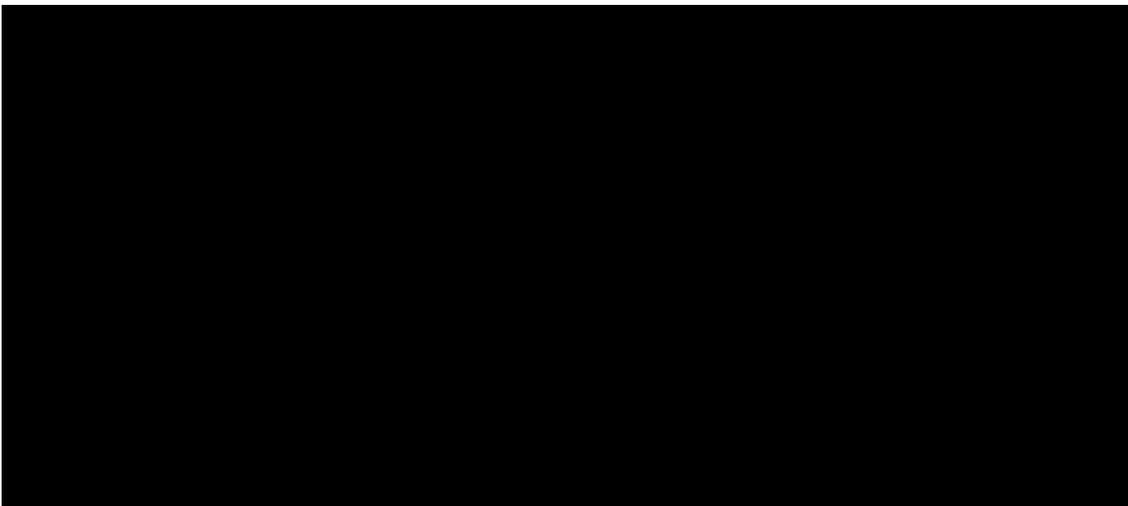
b. Programme Volumes

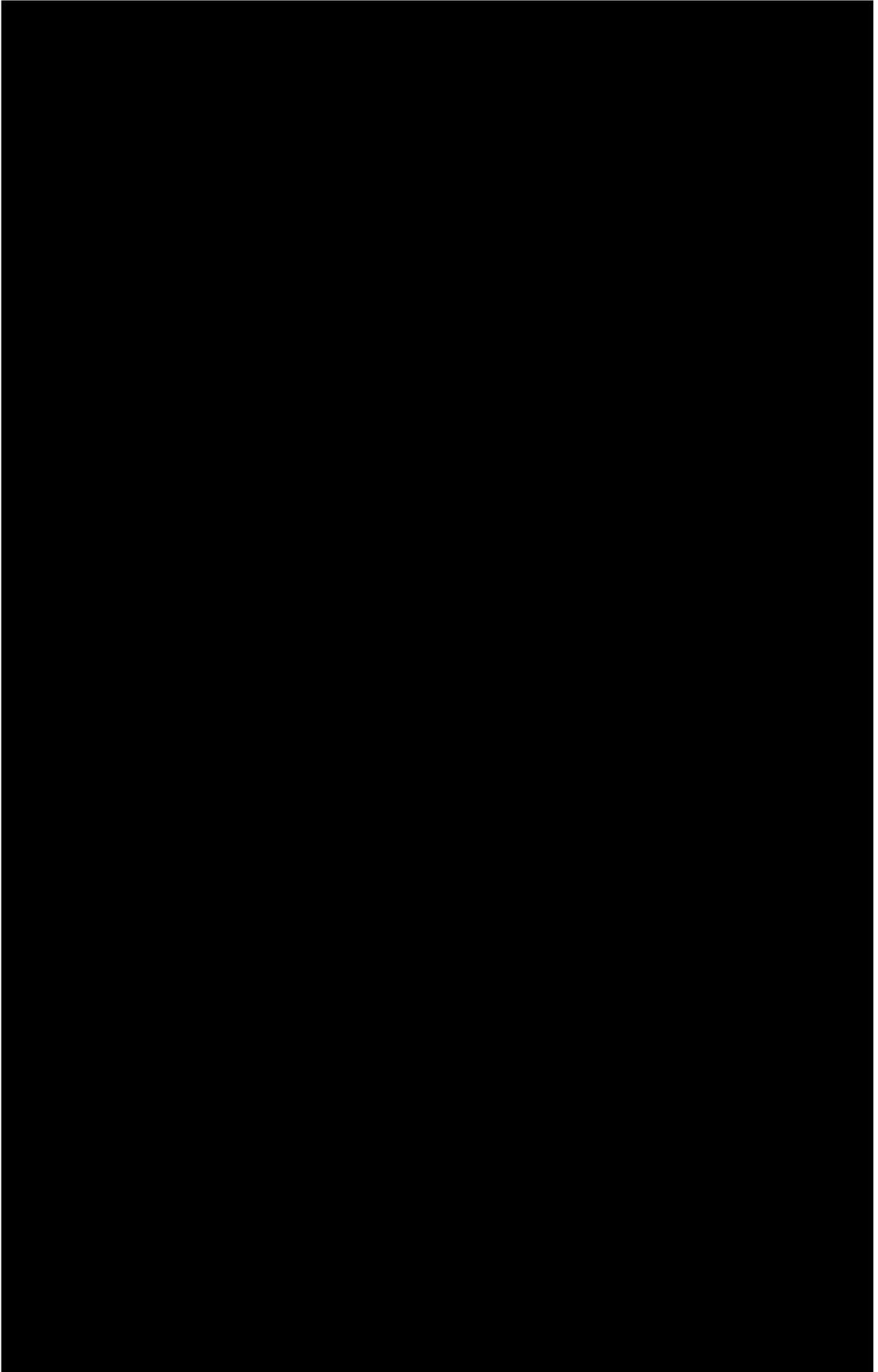
- Please describe how you will ensure programme volumes are met, programme is kept live and up to date
- what level of supervision you are proposing, the location of the day to day management of the contract (both operational and financial),
- how you will provide the Authority with the highly responsive service required to meet the SLAs and KPIs across the delivery and customer contact elements of the contract.

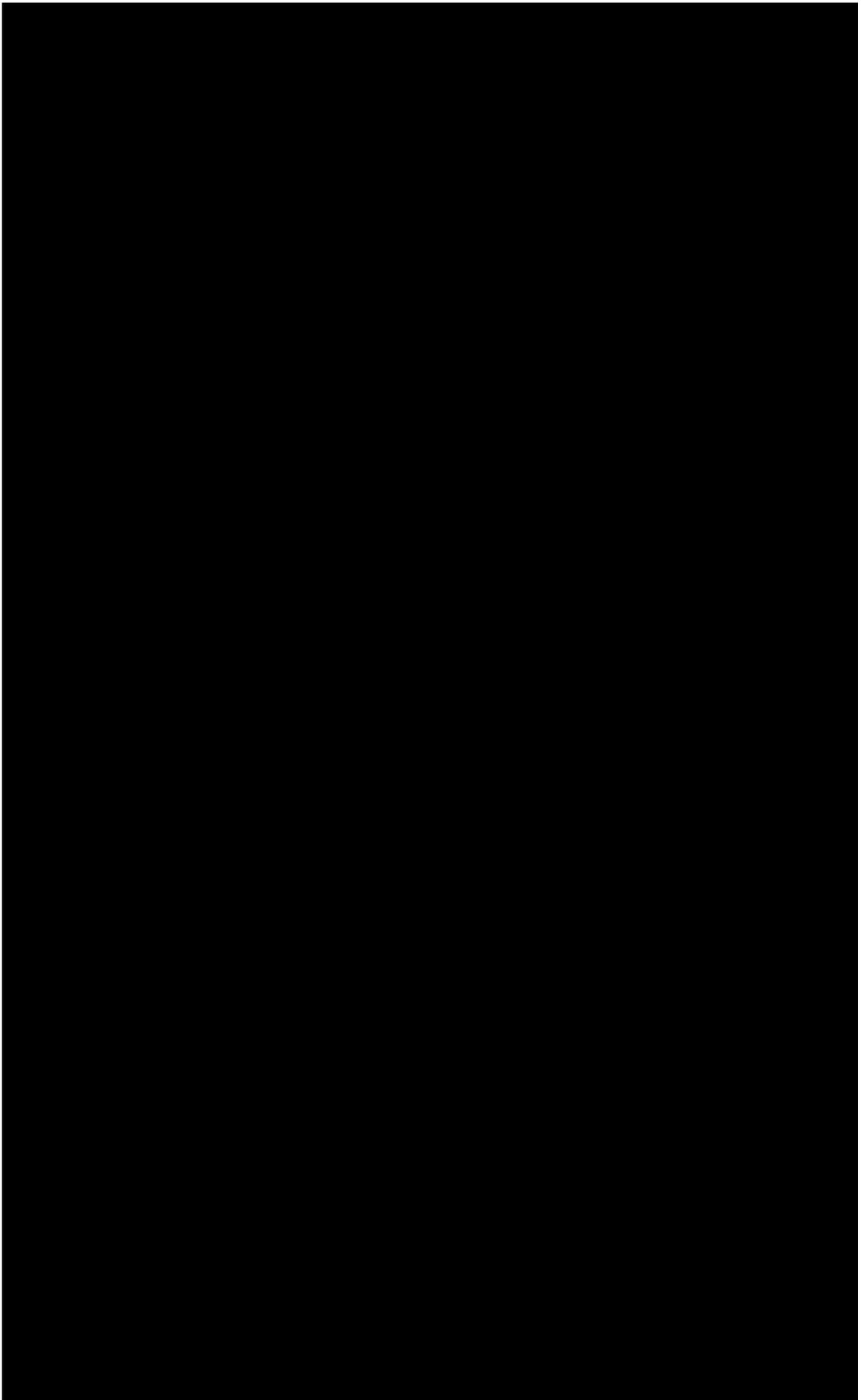
In support of your answer, please upload your staffing structure of dedicated staff that will be attributed to this contract to include, Director, Senior Contracts Manager, Contract Manager, Supervisors, Trades as well as Financial and Administrative support.

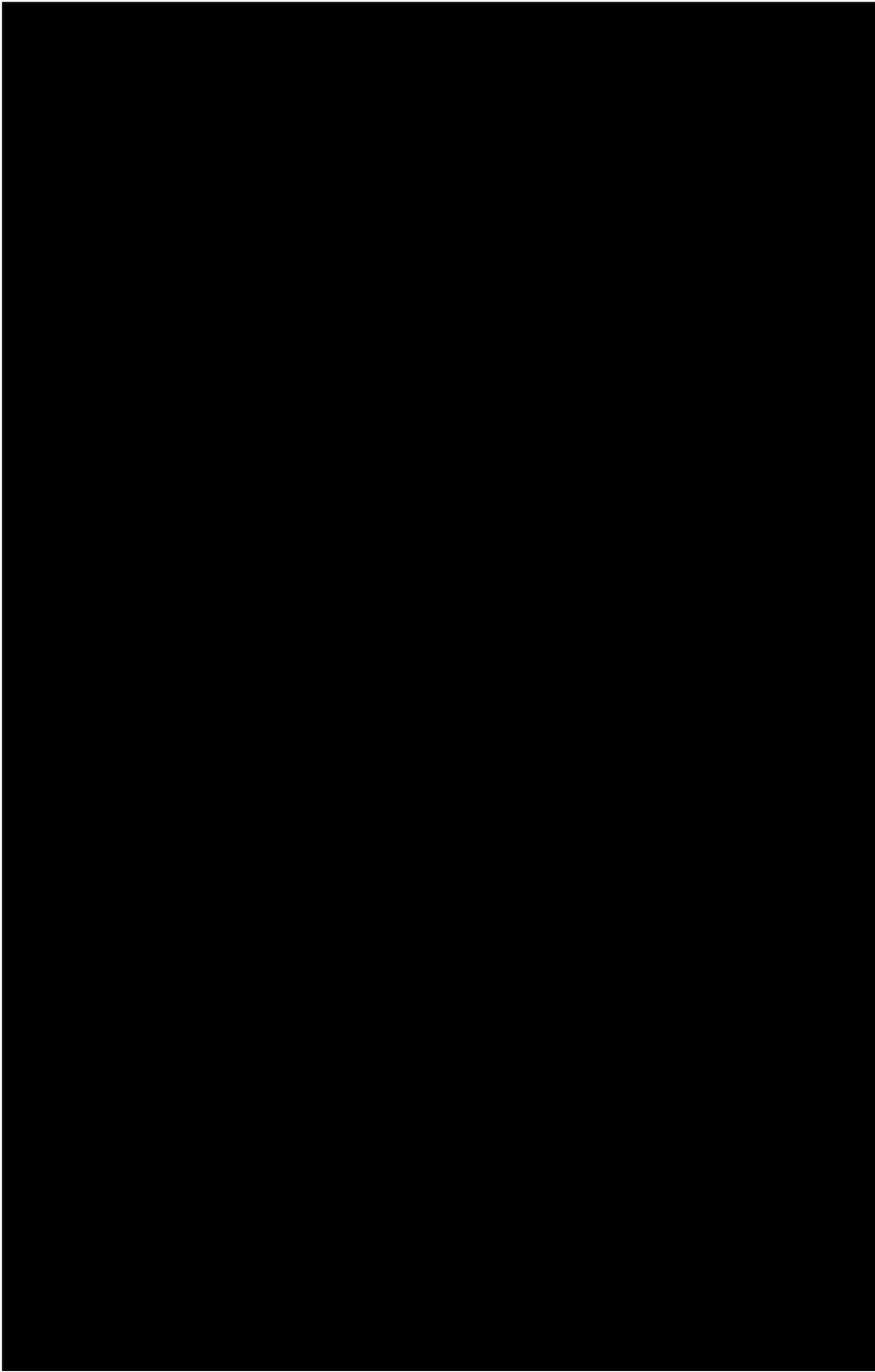
Maximum word count: 1000 words |

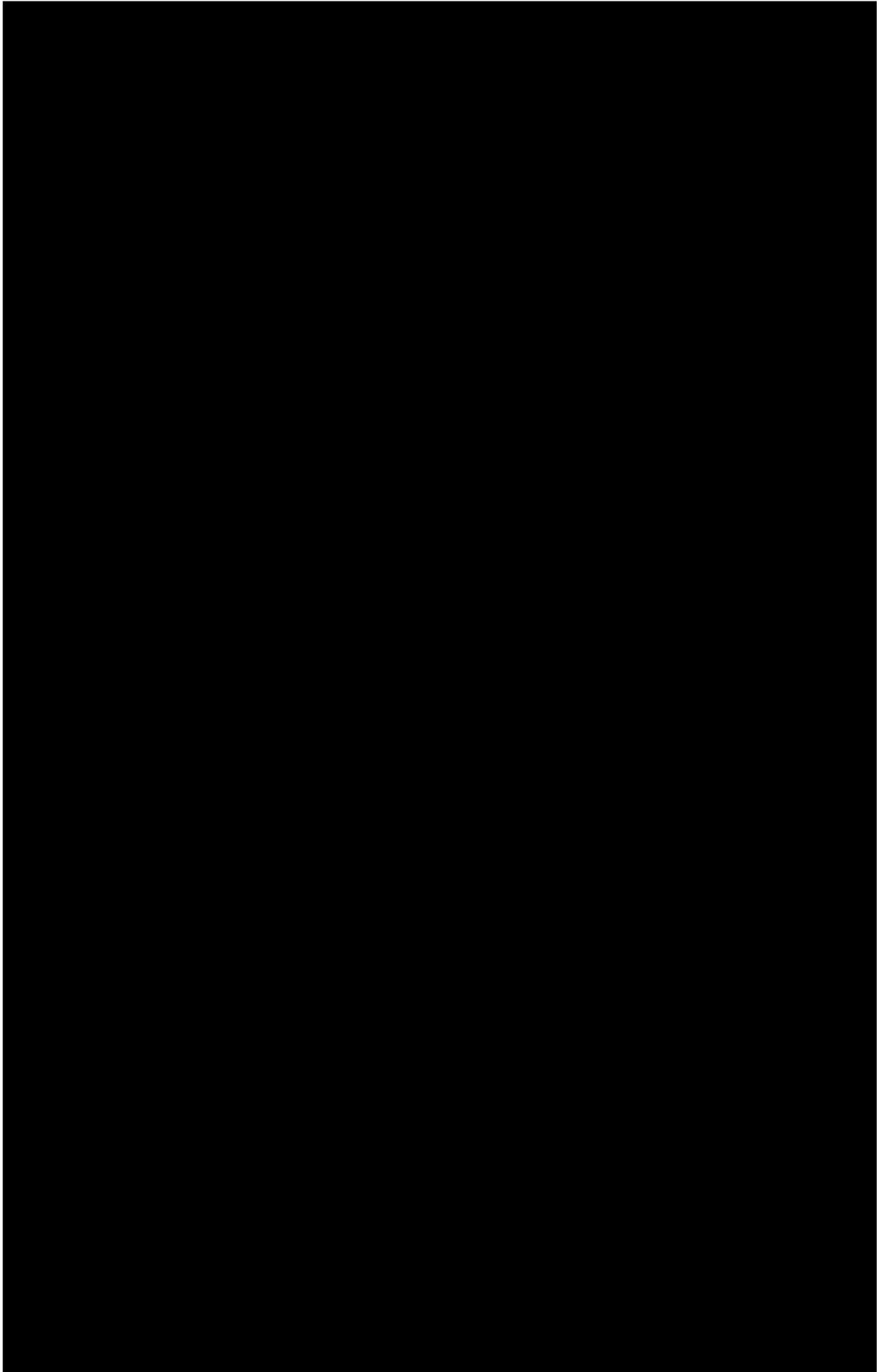
Attachments [Mobilisation Plan and staffing structure permitted only these will not contribute to the overall word count]











Q4 Defects and Liabilities

WEIGHTING: 5%

a. Managing Defects

What processes do you have in place to manage and minimise defects during and post-installation? Please include:

- Your quality assurance procedures.
- How you address and rectify defects promptly.
- Your approach to post-completion inspections and handovers.

b. Warranty and Liability

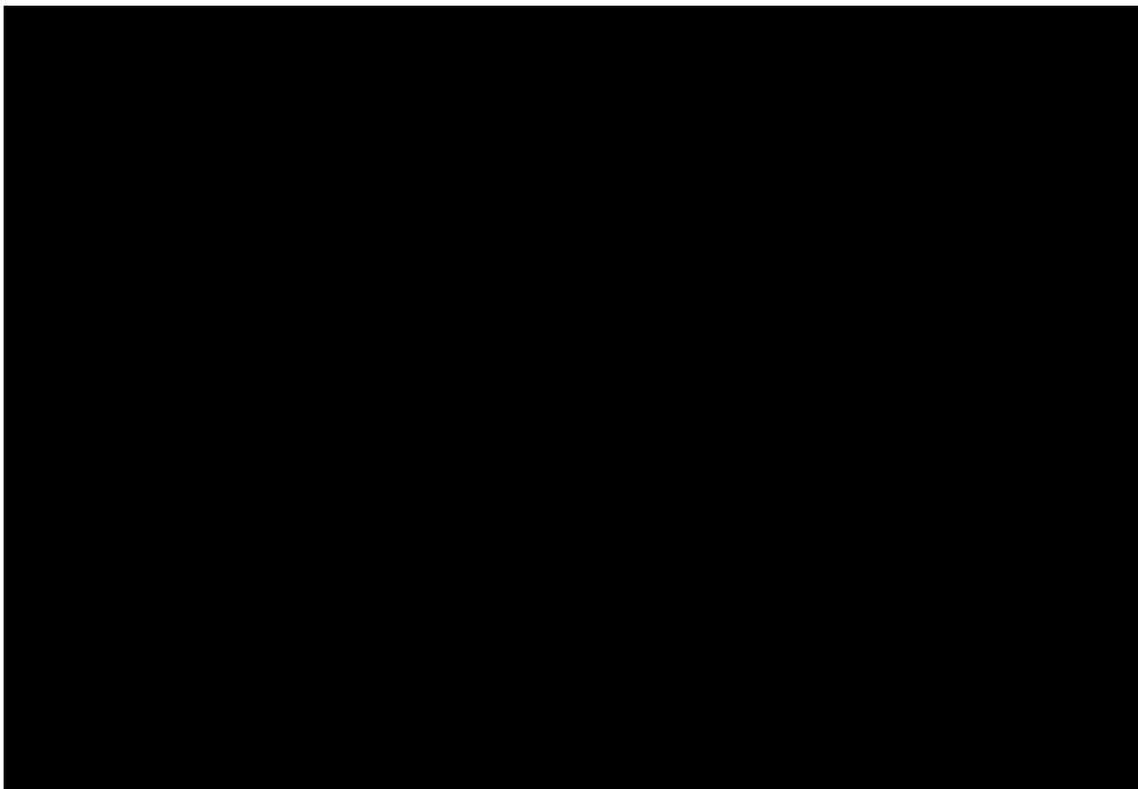
Please outline your approach to warranties and defect liability periods for the windows and doors you supply and install. Your response should include:

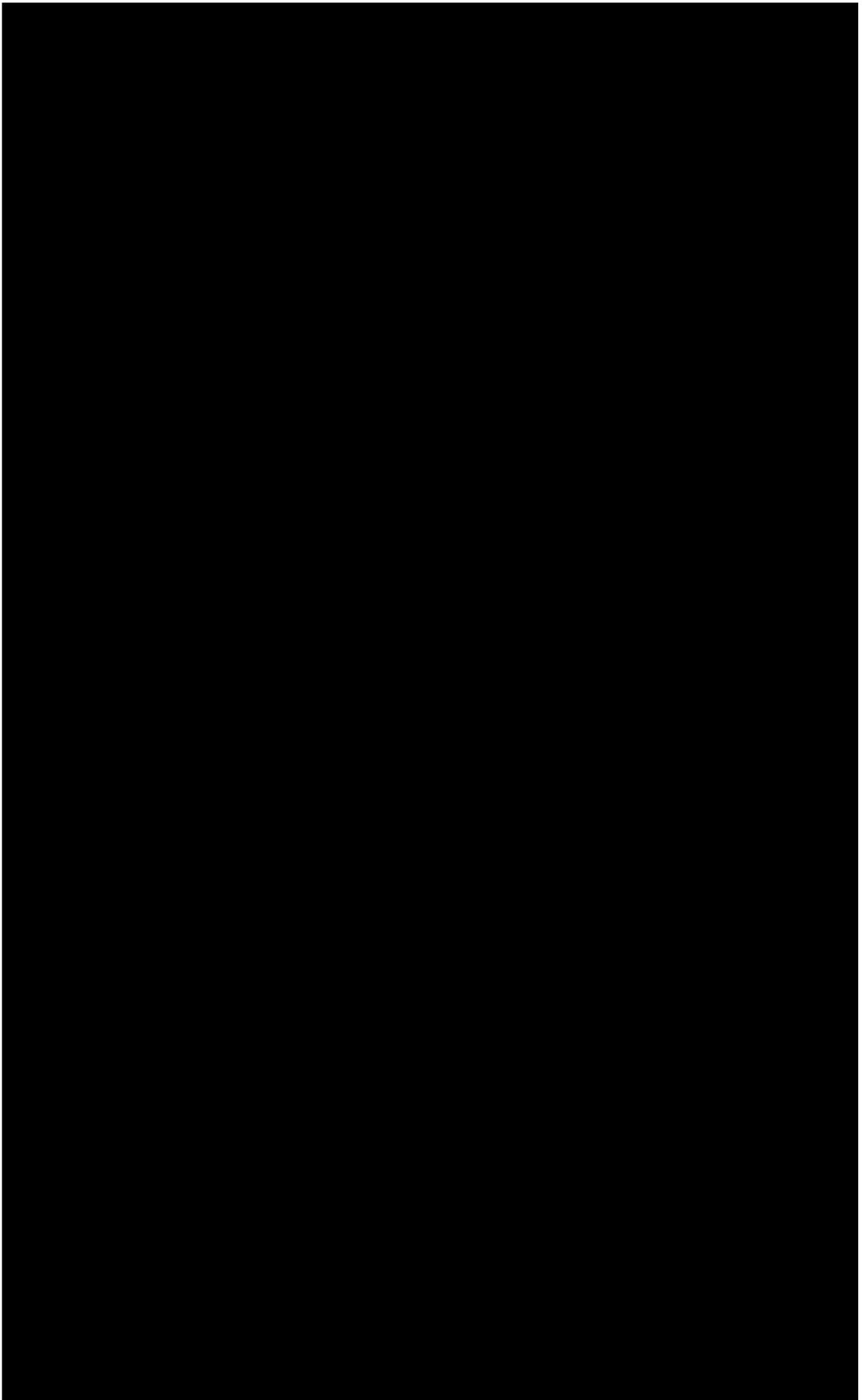
- Duration and scope of warranties provided.
- How you handle warranty claims and customer concerns during the defect liability period.
- Any measures taken to improve long-term performance and reduce future liabilities.

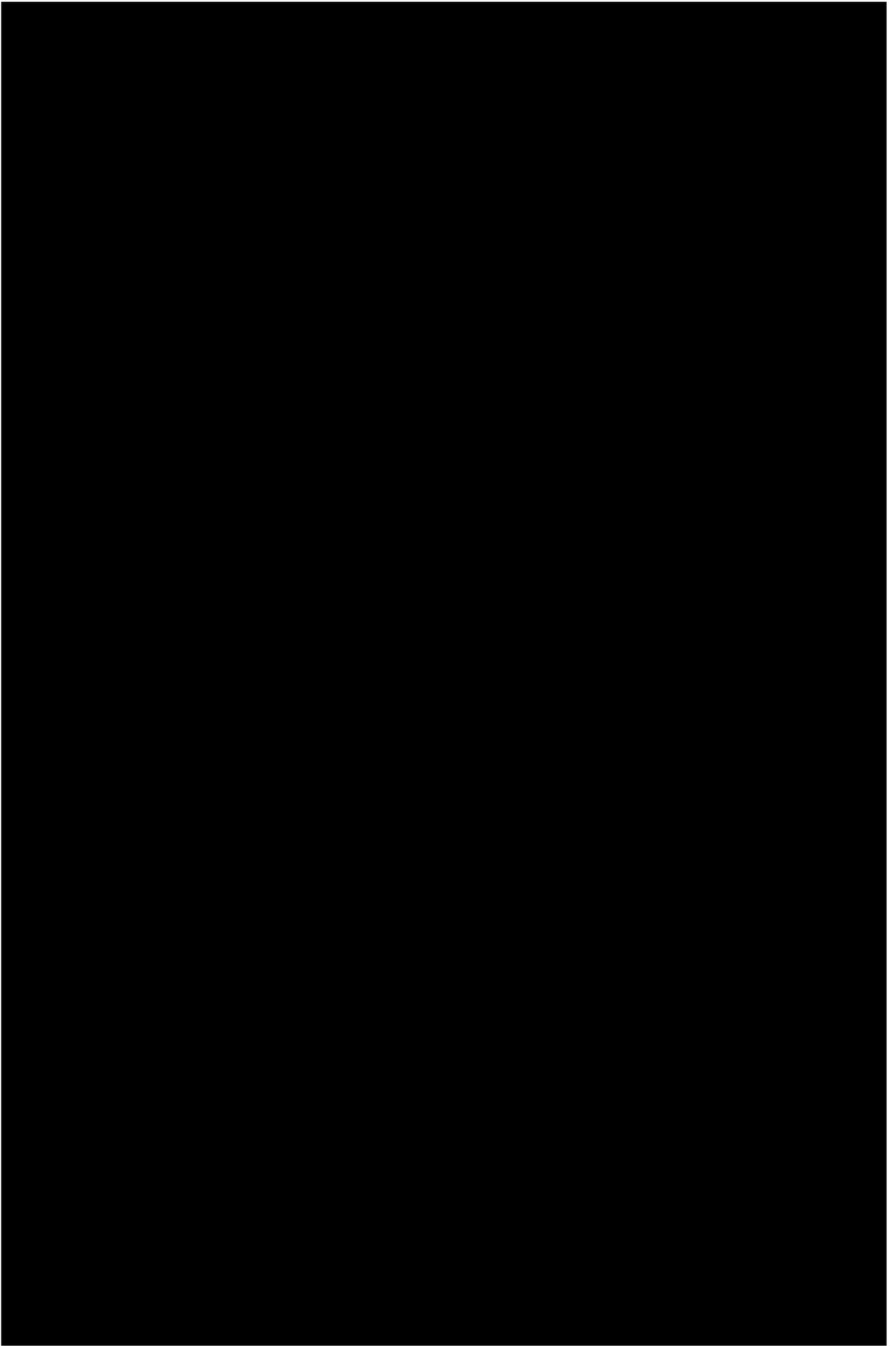
c. Learning from Defects

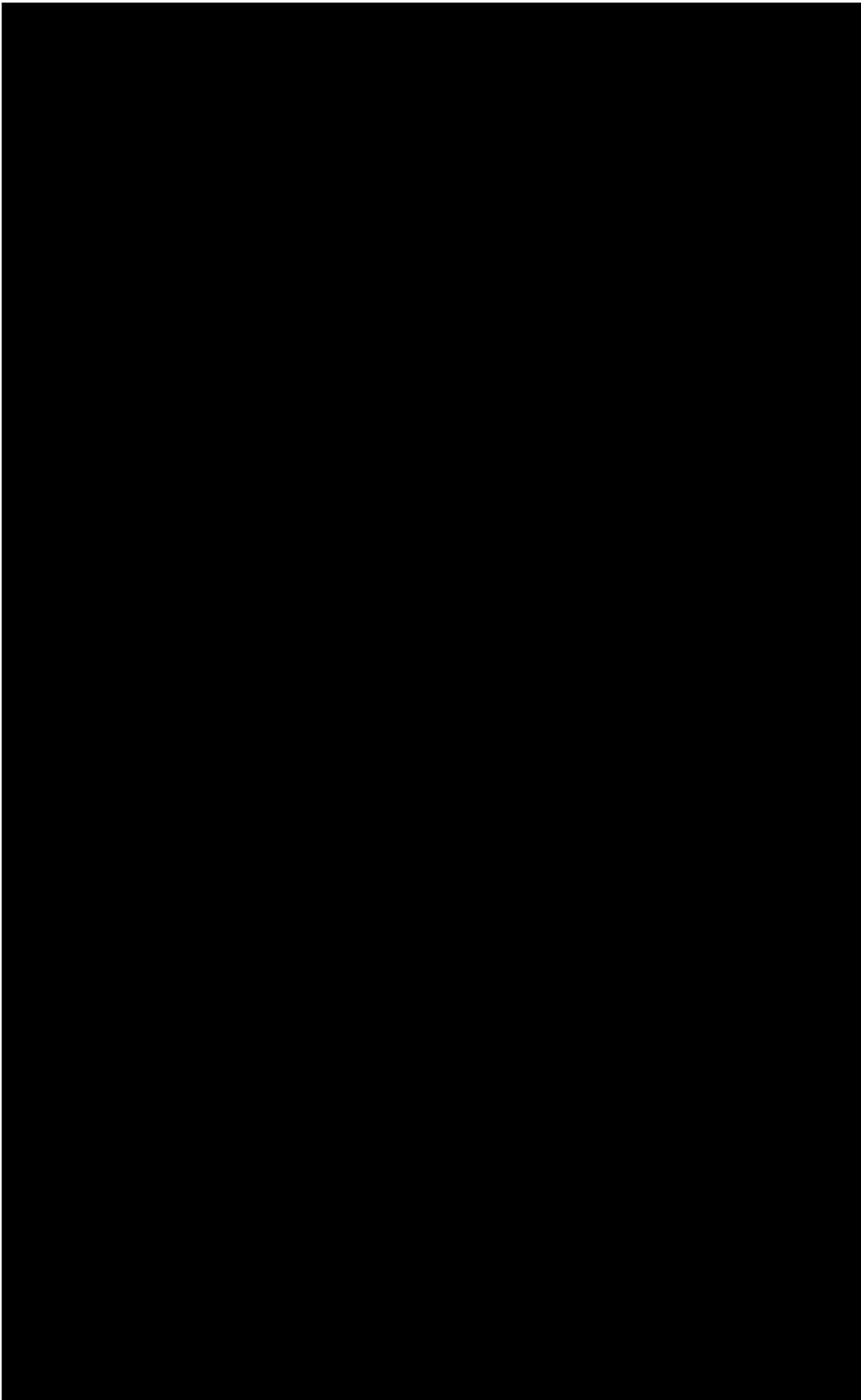
Describe how you analyse and learn from defects to improve future project delivery. Provide examples of lessons learned from previous projects and the changes implemented as a result.

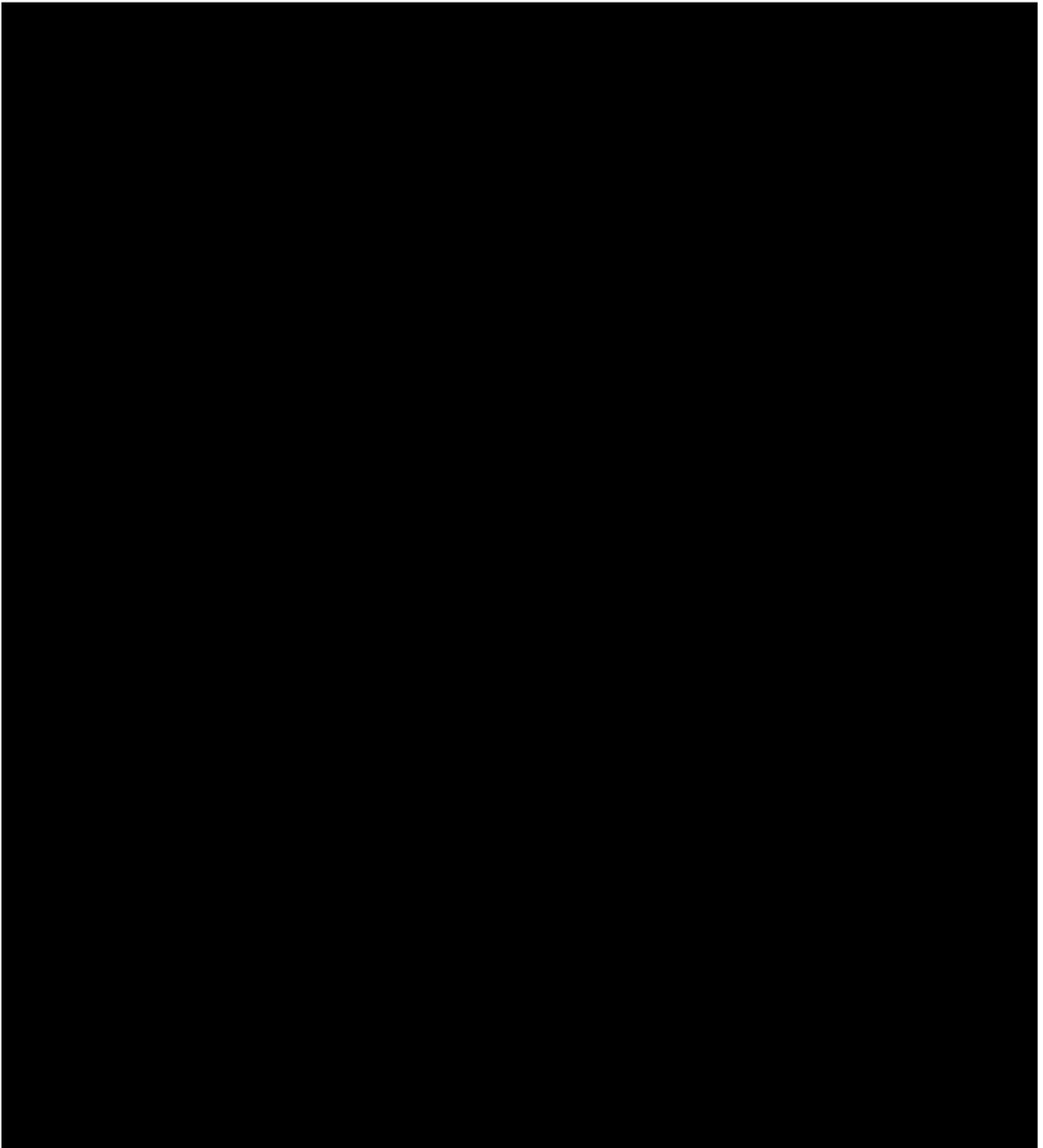
Maximum word count: 1000 words | Attachments: [Not permitted]











Q5 Health and Safety

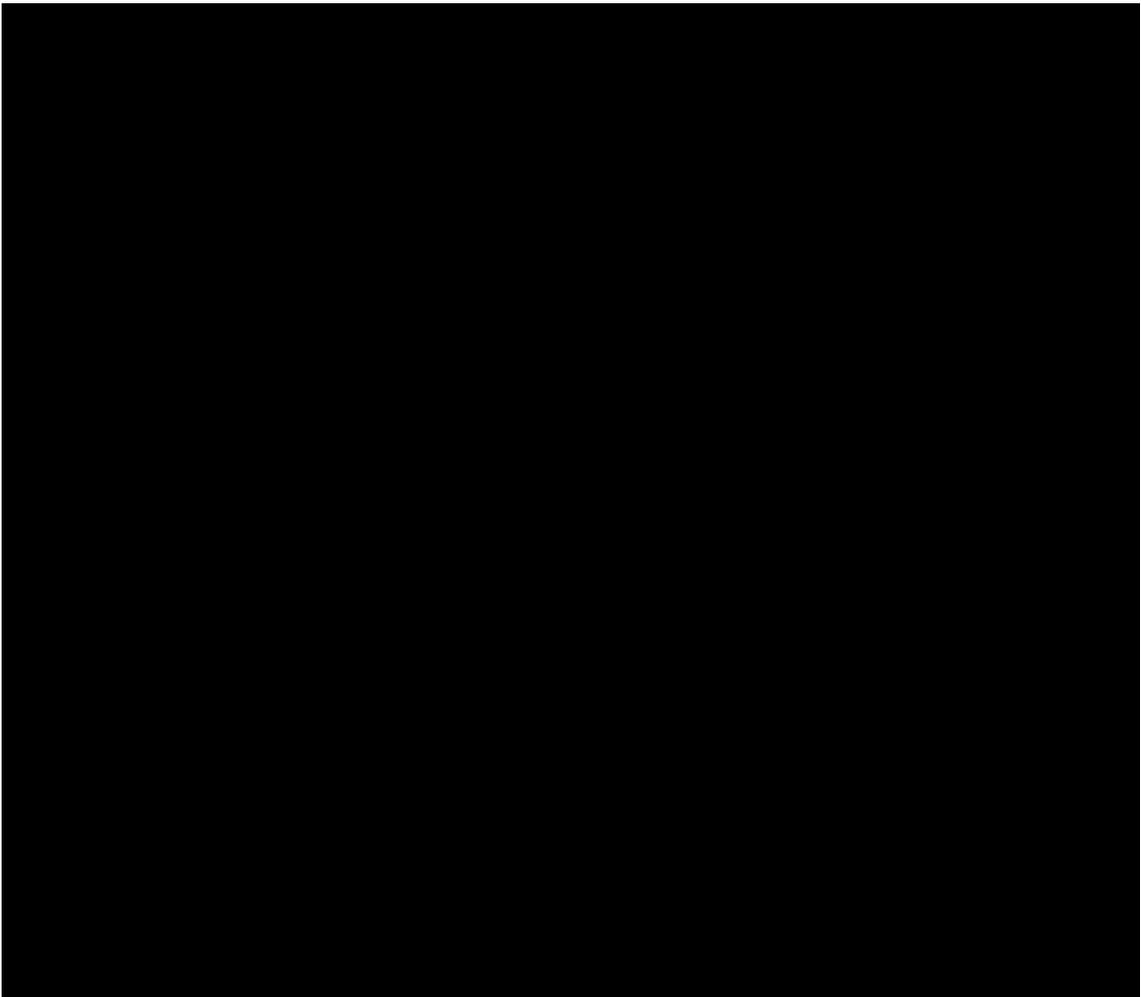
WEIGHTING: 5%

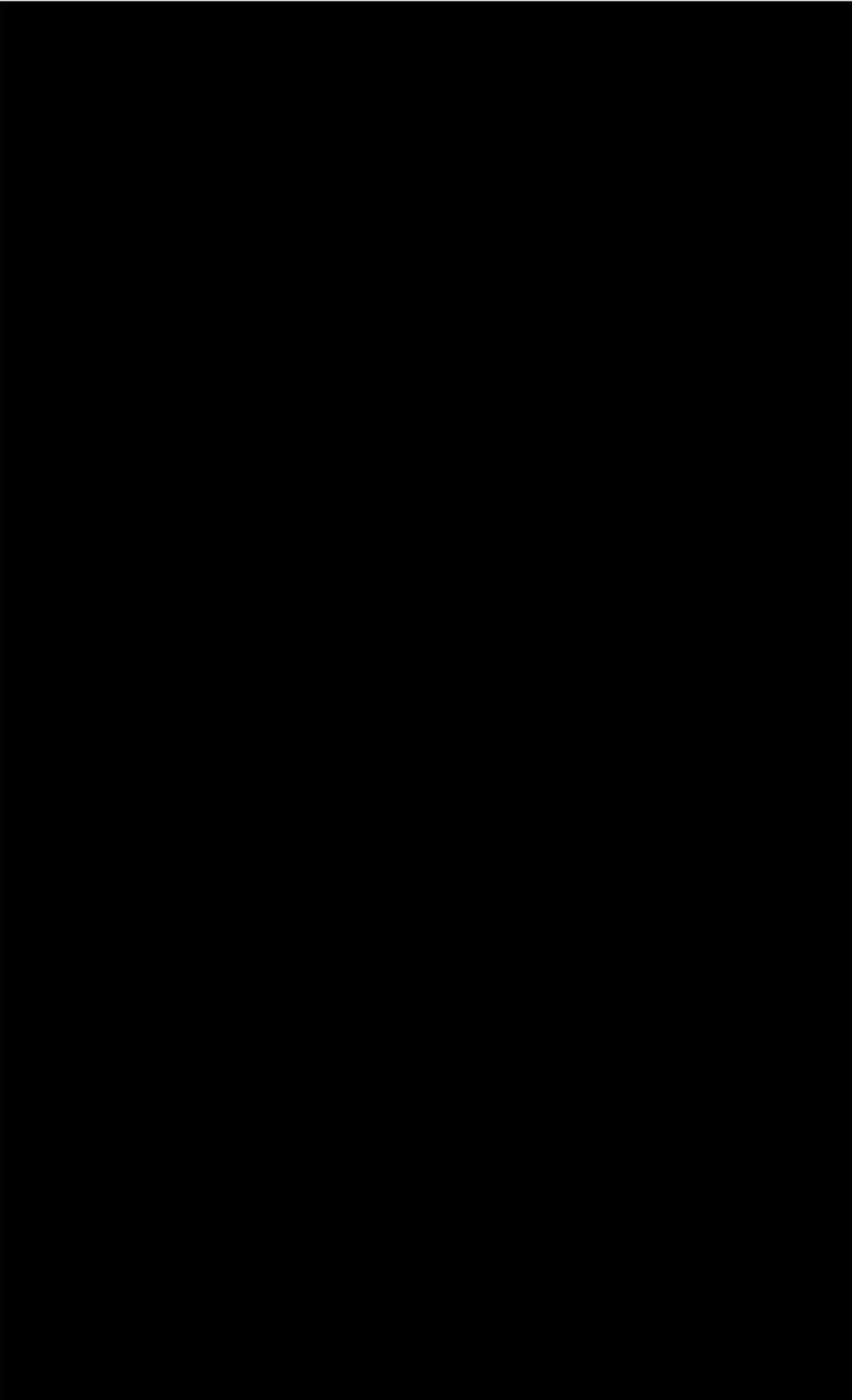
Please explain how will you manage Health and Safety risks for the activities specified in this contract? Your response must include, but not necessarily be limited to:

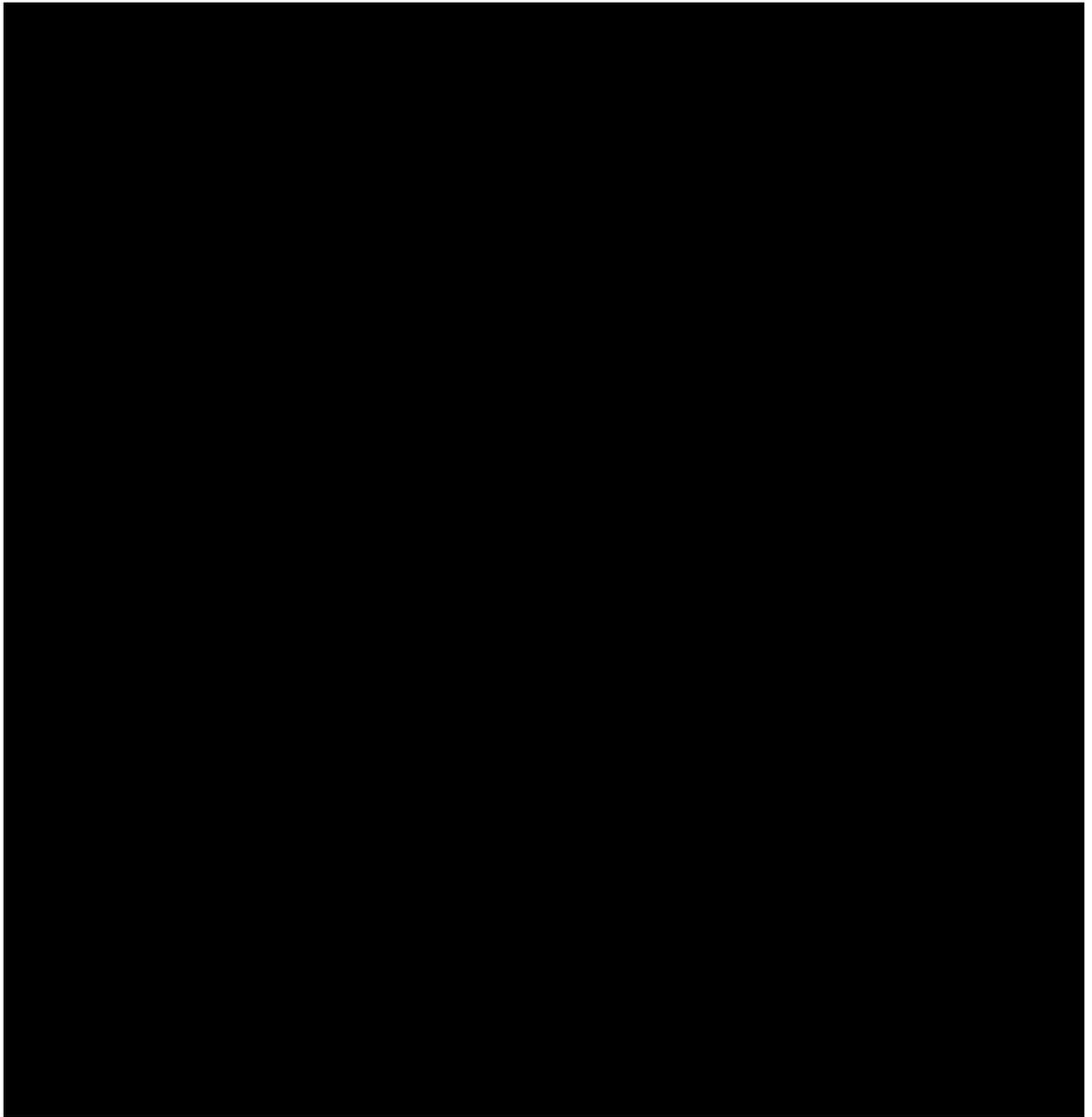
- A description of the specific roles within your organisation that will be responsible for meeting these Health and Safety obligations.
- Please identify potential Health and Safety Risks at site level, including working in residents' properties and how you will seek to mitigate these risk.
- An outline of the processes and measures you will implement to ensure compliance with Health and Safety standards.
- A report on the number of incidents, accidents, and near misses that have occurred within your organisation over the past three years, together with details of any corrective actions that were taken as a result of these incidents.
- Please attach a Risk Register to you response

Maximum word count: 500 words

Attachments [Incident Report and Risk Register permitted only these will not contribute to the overall word count]







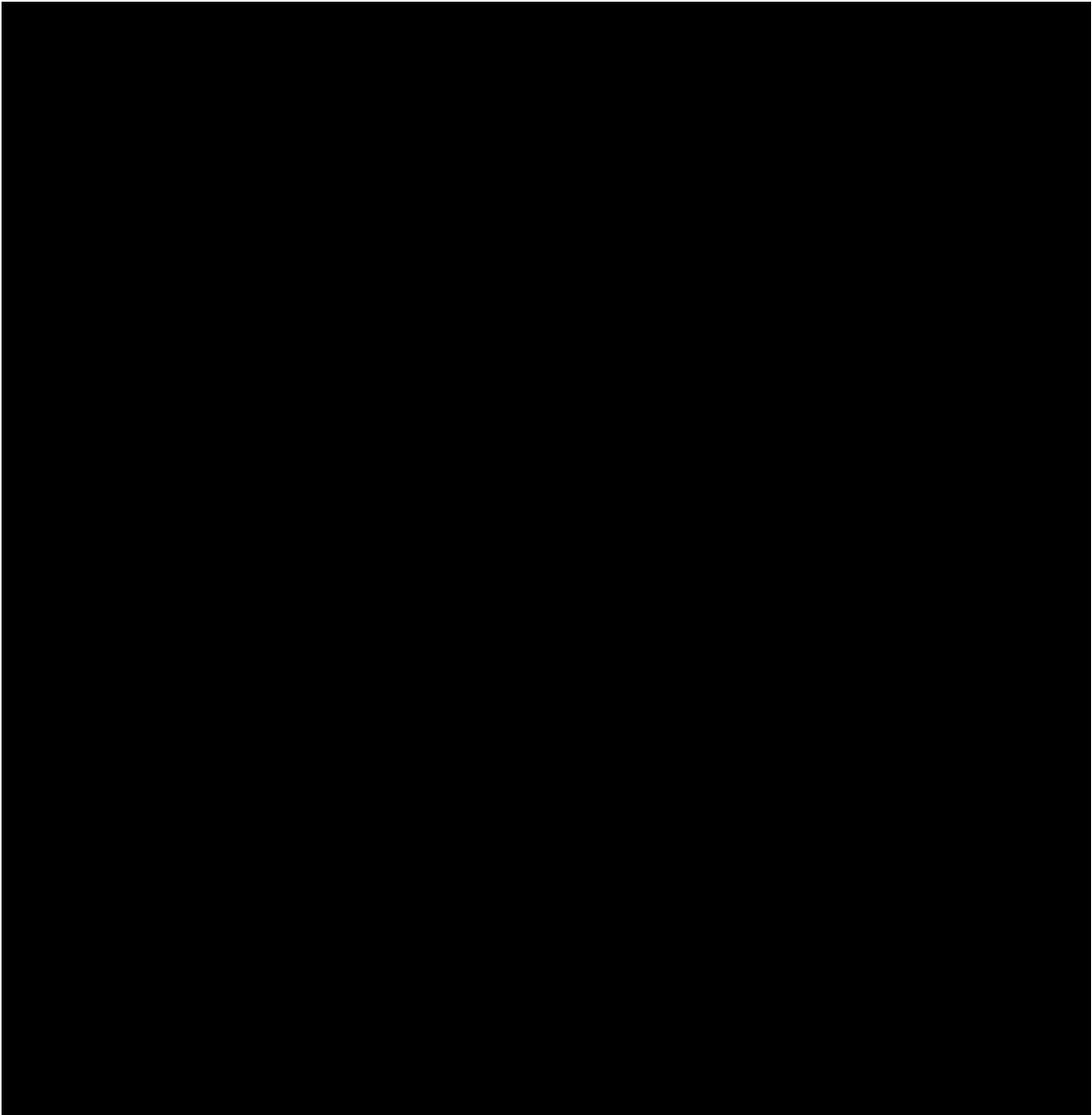
Q6 Quality Assurance and Competency

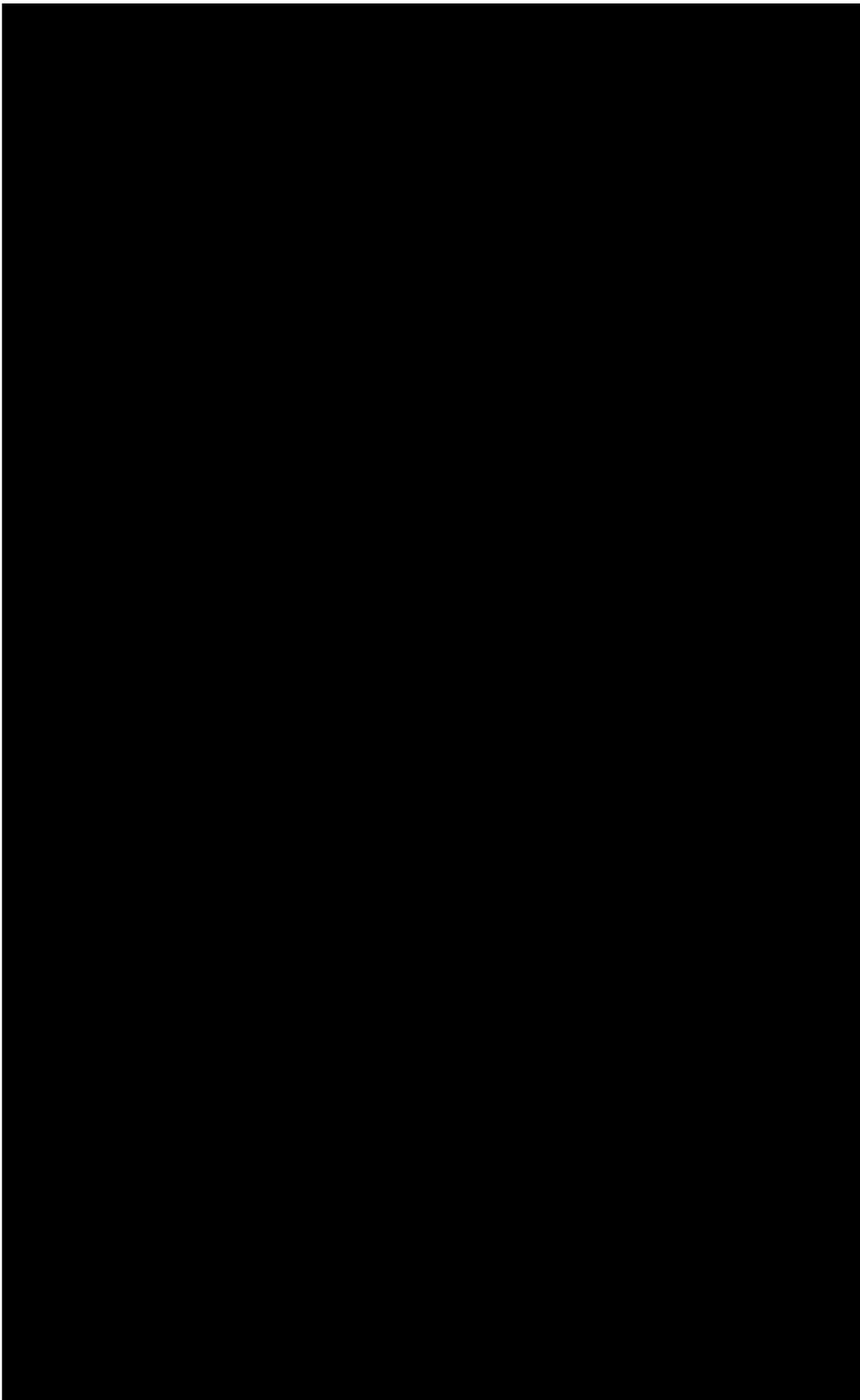
WEIGHTING: 2%

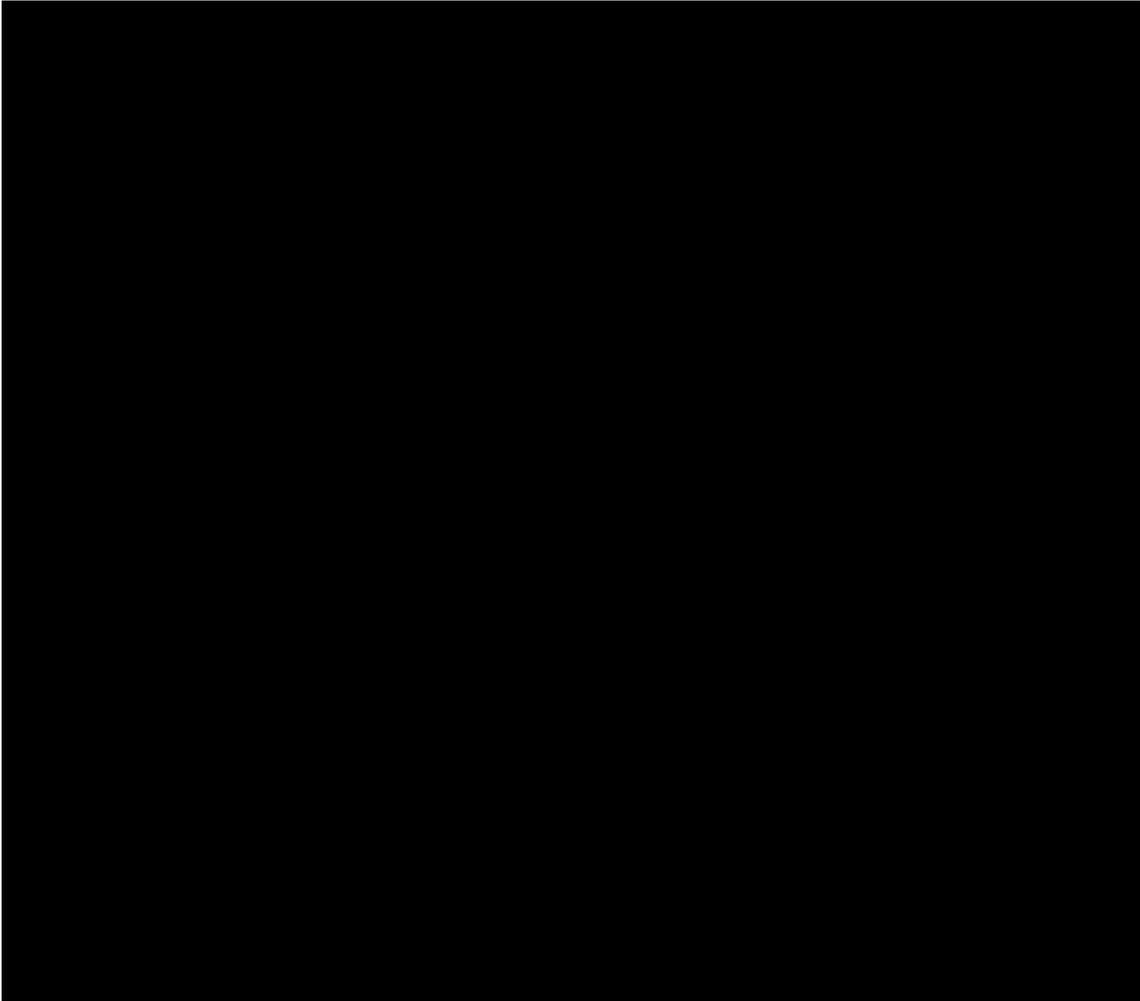
Provide reassurance that systems are in place to ensure minimum high levels of quality standard are achieved and ensuring all decisions meet these standards.

- Please detail your quality assurance system and how this is incorporated into day to day activities.
- What quality checks will you put in place to ensure the works stated are within the schedule of rates/specification and are carried out in full, to the agreed cost.
- Please demonstrate your competencies to fulfil the role of contractor/principal contractor to perform the duties required by CDM 2015

Maximum word count: 500 words | Attachments: [Not permitted]







Q7 Labour and Supply Chain Management

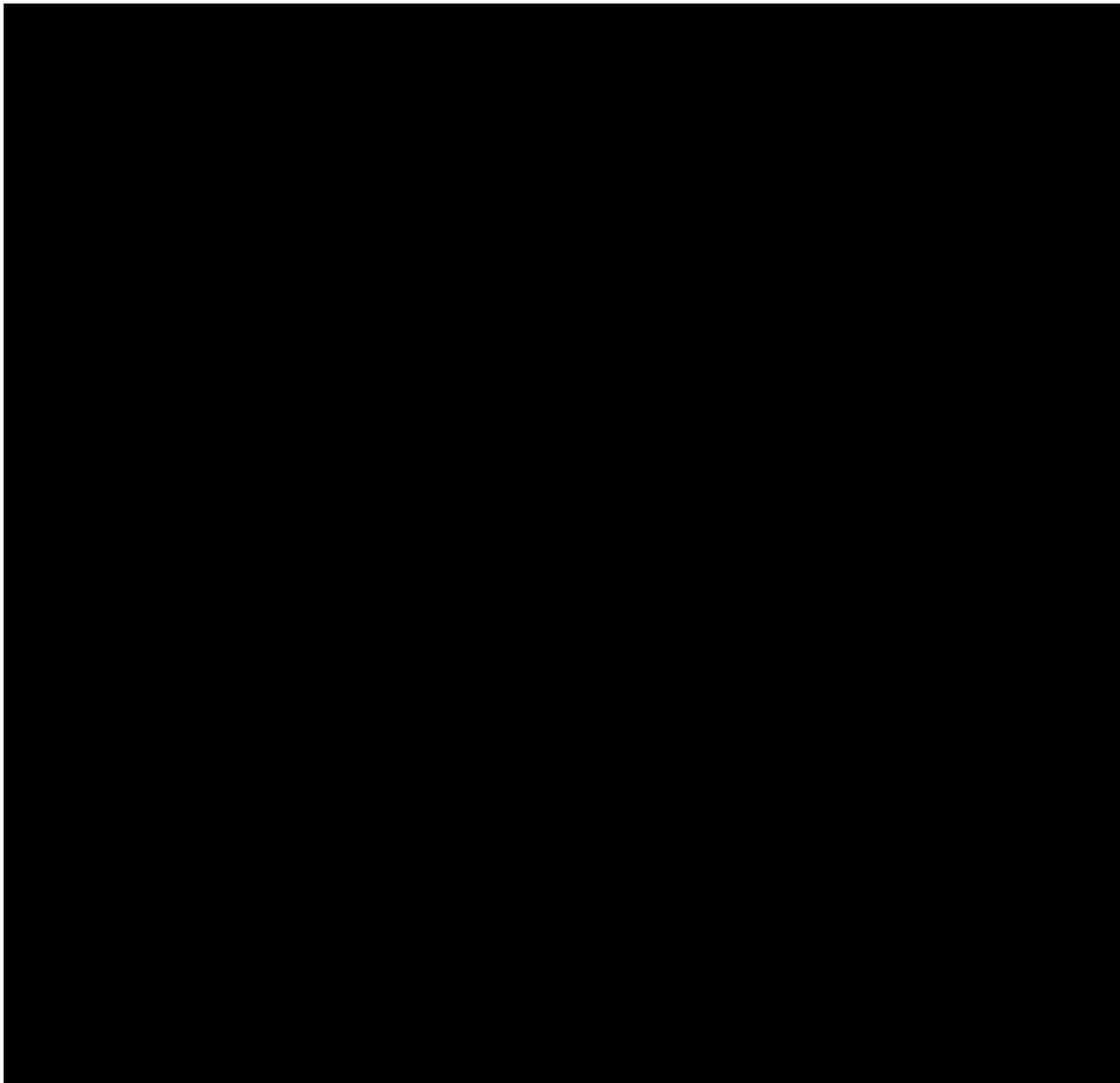
WEIGHTING: 5%

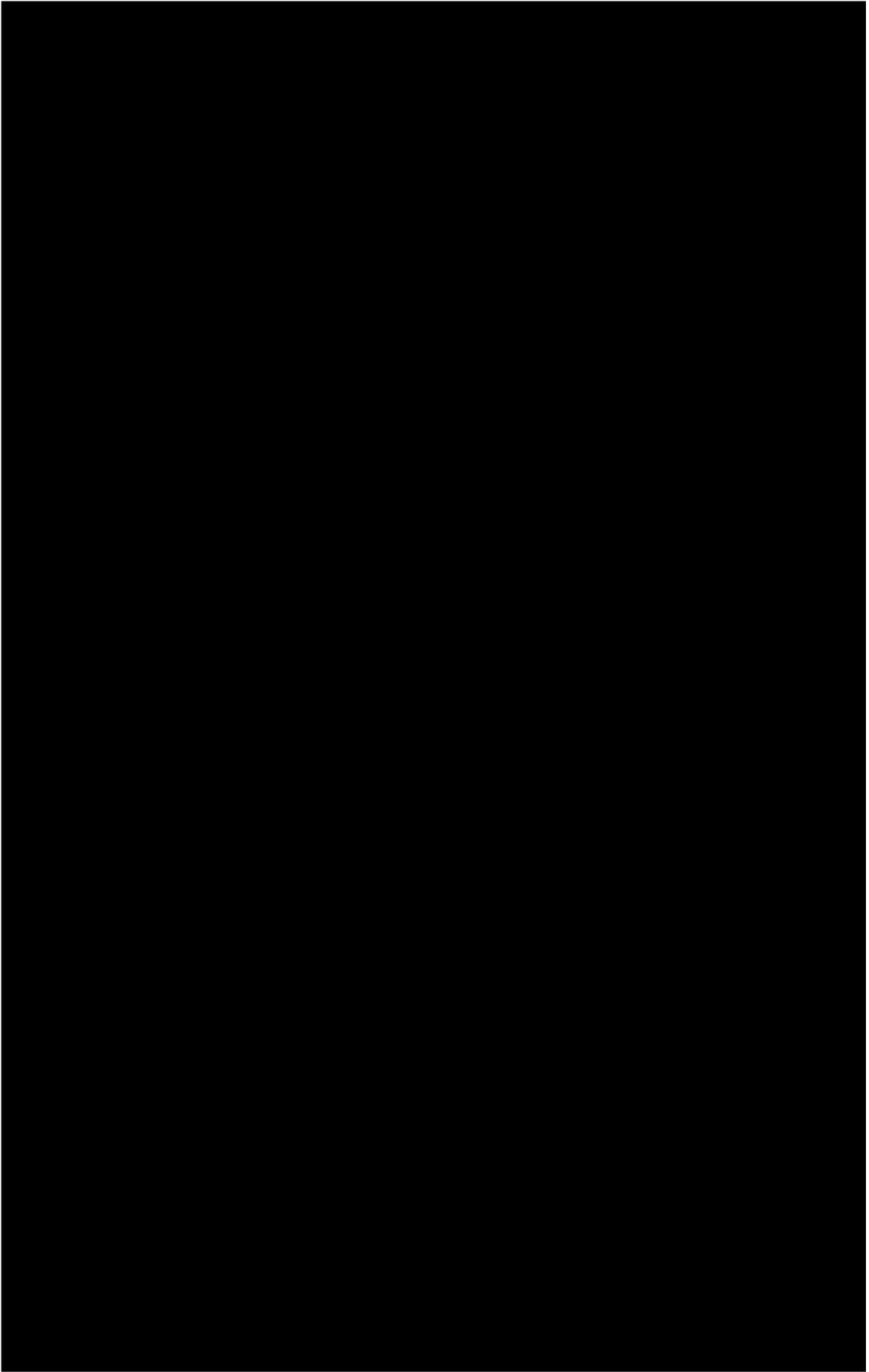
Please explain how you will manage your internal and external supply chains to ensure the timely delivery of works under this contract?

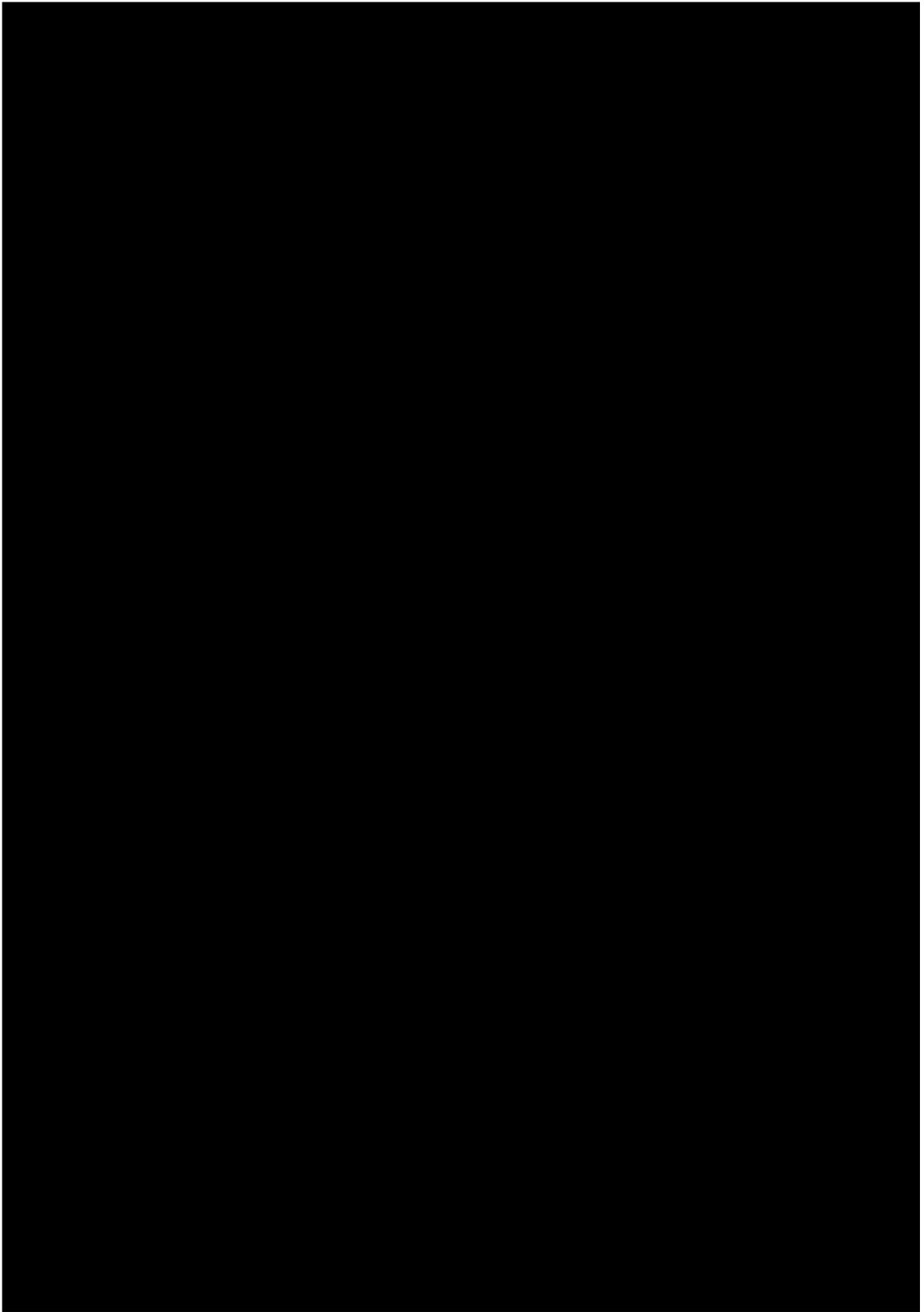
Your response must include, but not necessarily be limited to:

- Confirmation of the scale of your internal labour resources available to deliver the contract, including qualifications, skills and relevant previous experience.
- An explanation of your processes for ensuring the continued competence of your internal labour resources to undertake the tasks required under the contract.
- An explanation of the measures adopted to select and engage sub-contractor support, including processes utilised to ensure their ongoing competence to deliver the works required under the contract.
- Details of your third-party supply chains, including geographical locations relevant to the contract area and management processes adopted to maximise timely delivery of plant and material to site.

Maximum word count: 500 words | Attachments: [Not permitted]







Q8 Social Value

WEIGHTING: 5%

North Yorkshire Council has a responsibility to constantly find more effective ways of making public money deliver better outcomes and to improve outcomes in the most efficient, effective, equitable and sustainable way.

North Yorkshire Council priorities regarding Social Value are:

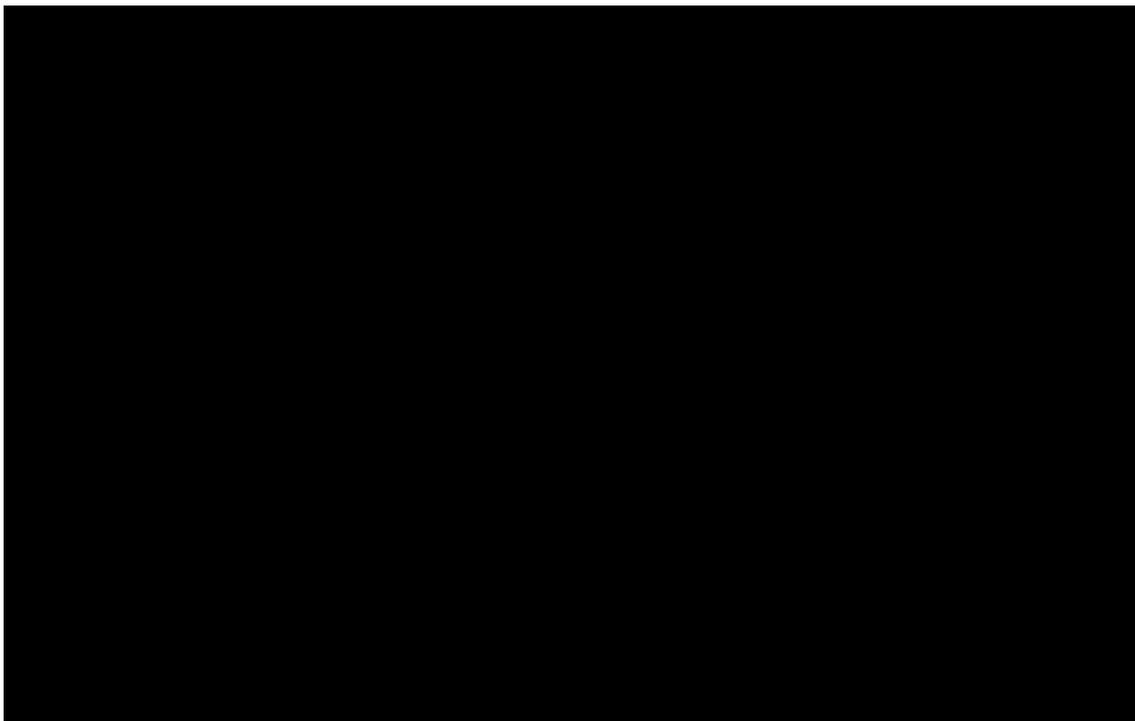
- Promote employment and economic sustainability;
- Raise the living standards residents of North Yorkshire;
- Promote participation and engagement;
- Build the capacity and sustainability of the voluntary and community sector;
- Promote equity and fairness; and
- Promote environmental sustainability

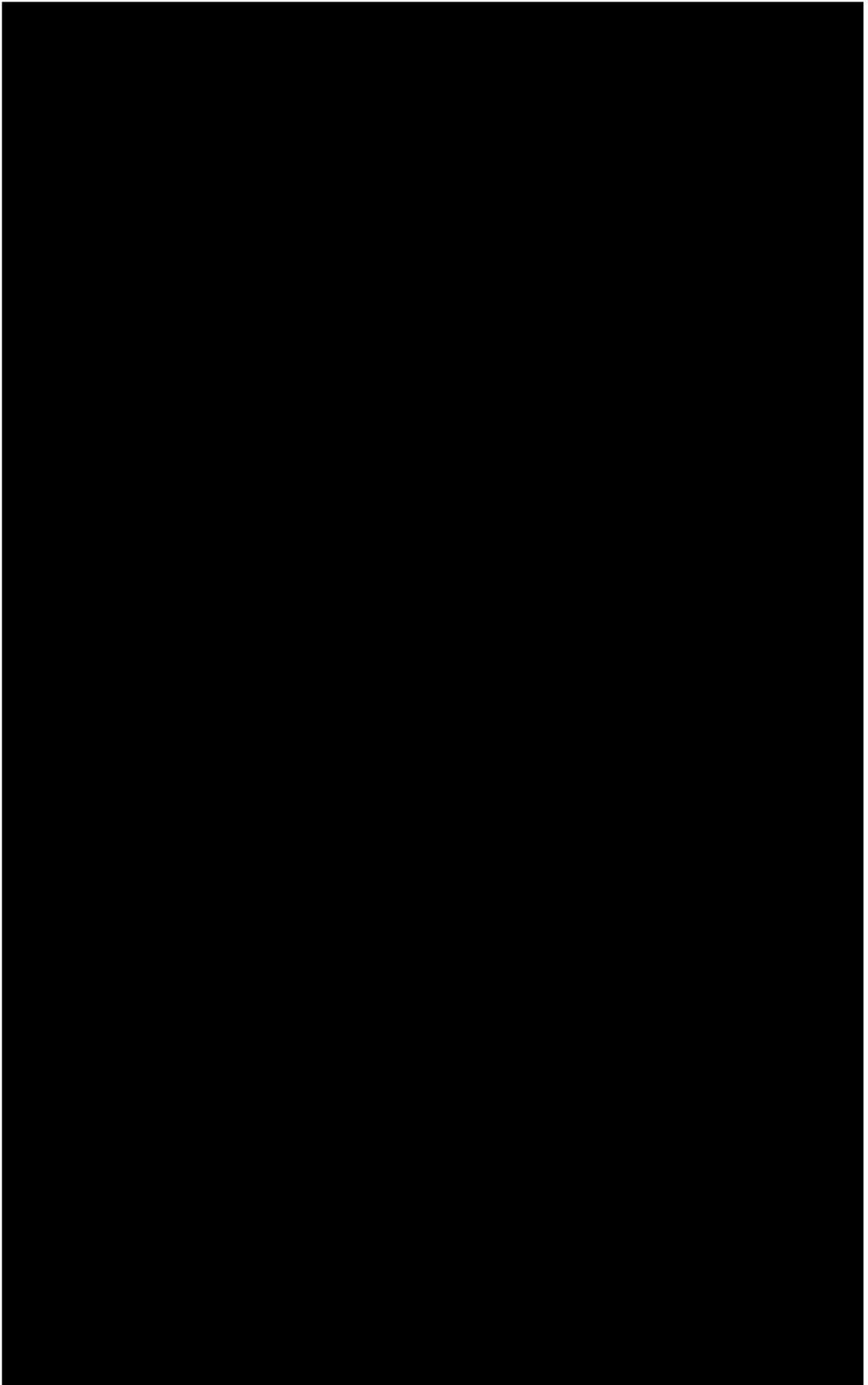
The Authority is keen to introduce added social value to this contract that can benefit local citizens and residents.

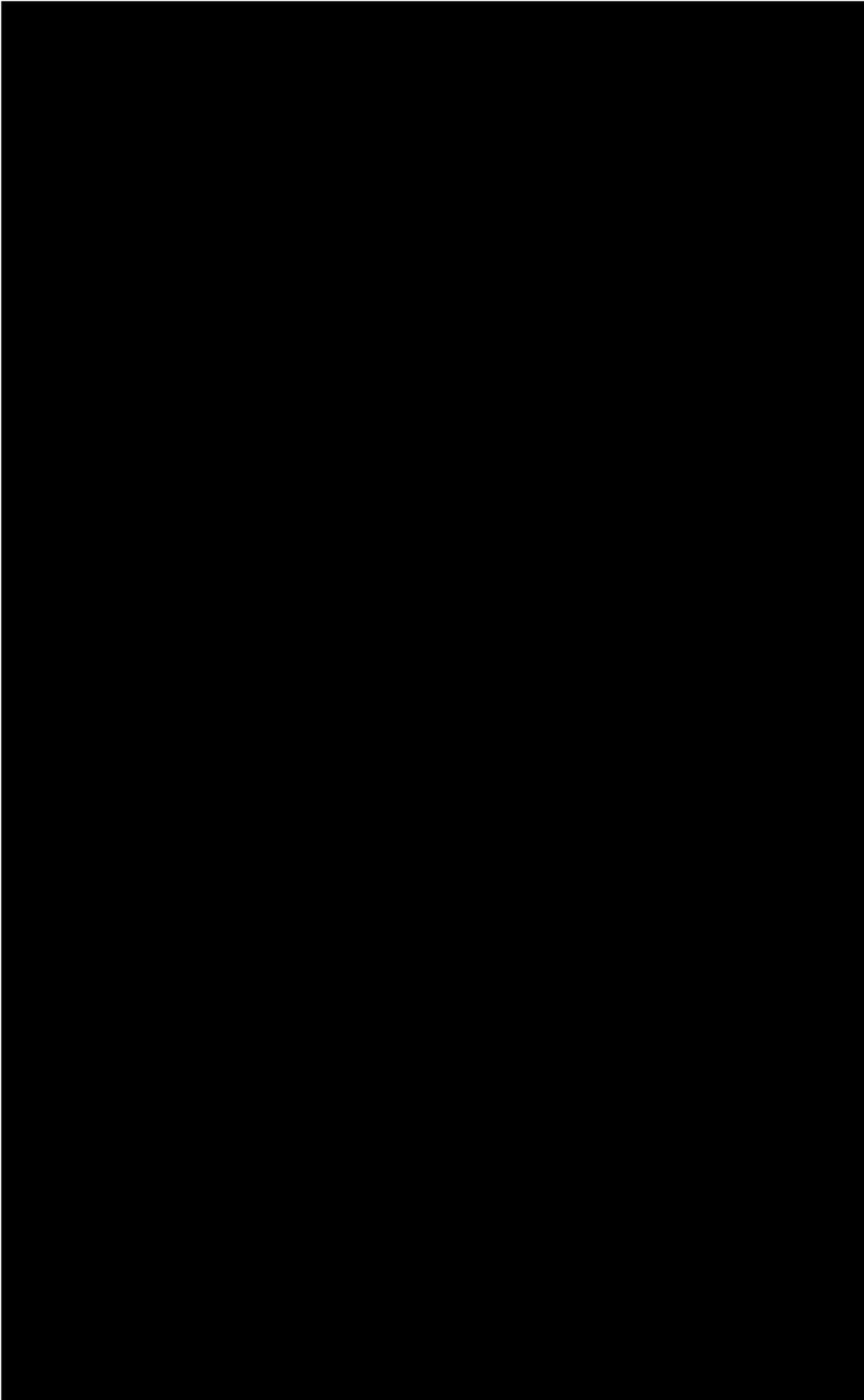
Please provide details of what you will do to assist the Authority in achieving this outcome, your response must include the following (but not limited to):

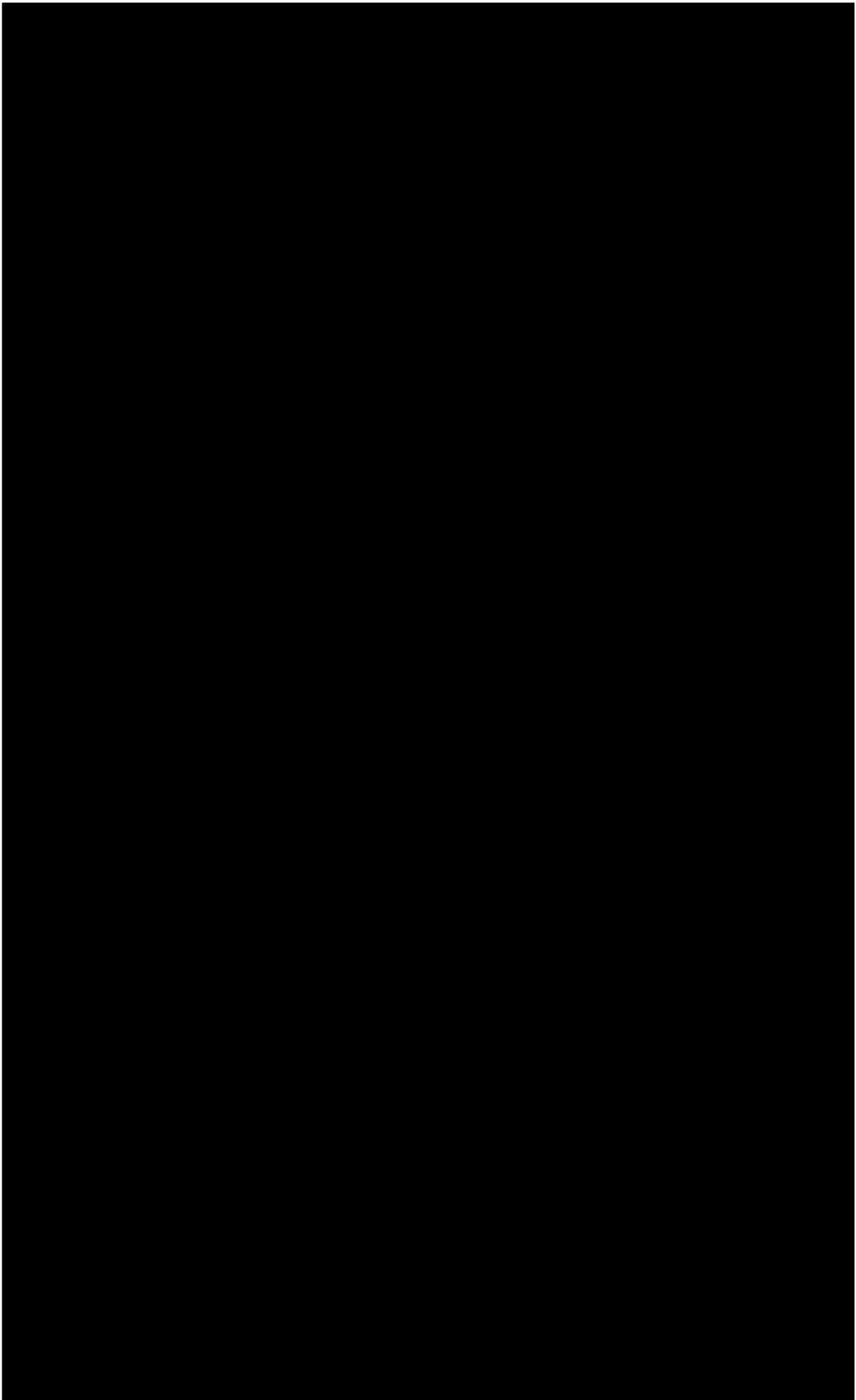
- Detail your approach to employing a local apprentice as part of this project, including:
- Your strategy for recruiting from the local community (e.g., through partnerships with schools, colleges, or employment initiatives).
- The training, mentoring, and skills development you will provide to ensure the apprentice gains meaningful experience.
- Explain how this commitment will support North Yorkshire Council’s ambition to improve the community and deliver lasting social value.

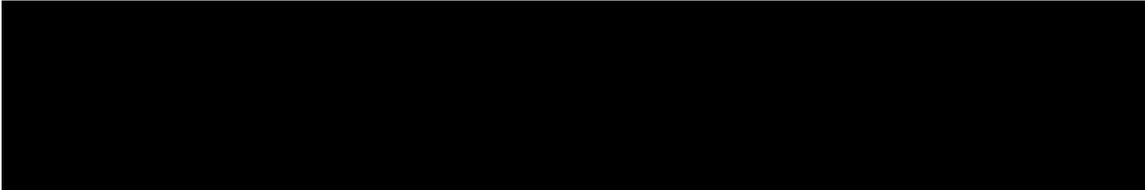
Maximum word count: 1000 words | Attachments: [Not permitted]











Confirmations

It is a mandatory requirement that organisations complete and return this signed confirmations with their submission.

I confirm that:

- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

Signature (*electronic is acceptable*)



Date:



Contact details of those making the declaration

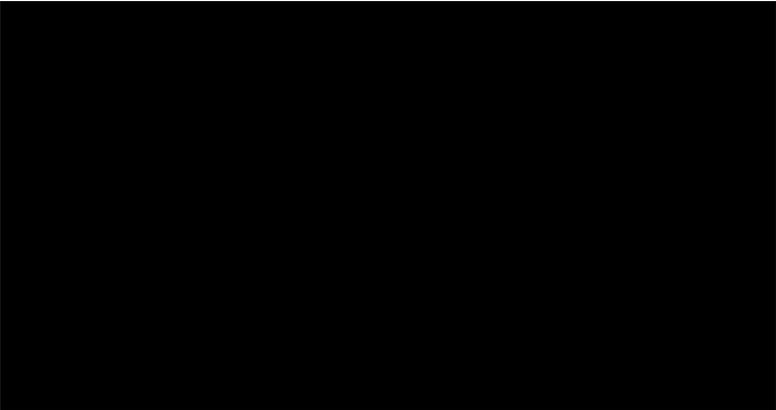
Contact Name:

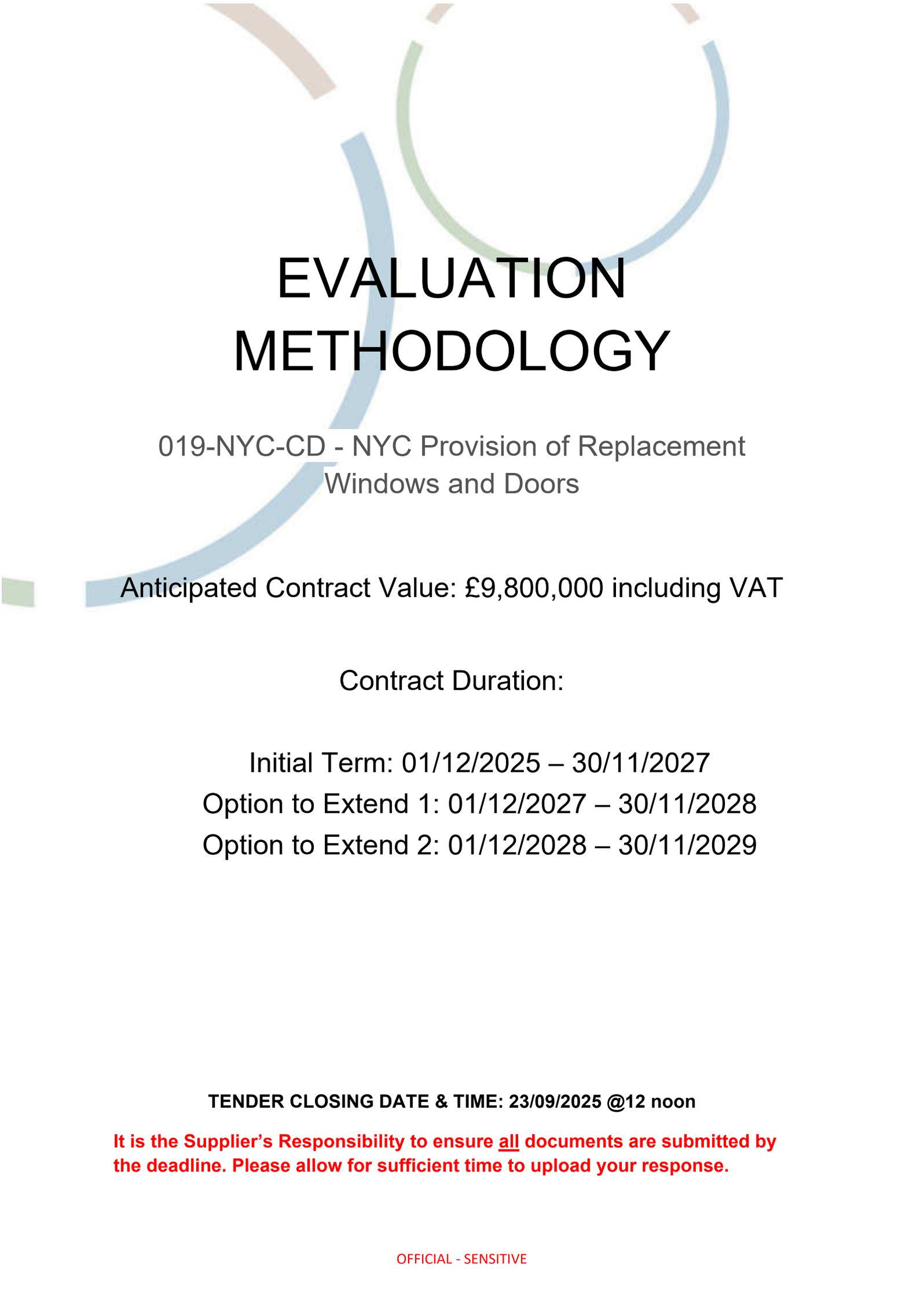
Role in Organisation:

Phone number:

E-mail Address:

Postal Address:





EVALUATION METHODOLOGY

019-NYC-CD - NYC Provision of Replacement
Windows and Doors

Anticipated Contract Value: £9,800,000 including VAT

Contract Duration:

Initial Term: 01/12/2025 – 30/11/2027

Option to Extend 1: 01/12/2027 – 30/11/2028

Option to Extend 2: 01/12/2028 – 30/11/2029

TENDER CLOSING DATE & TIME: 23/09/2025 @12 noon

It is the Supplier's Responsibility to ensure all documents are submitted by the deadline. Please allow for sufficient time to upload your response.

YOU DO NOT NEED TO RETURN AS PART OF YOUR SUBMISSION

EVALUATION METHODOLOGY

PROCEDURES & TIMELINE

1. TENDER PROCEDURE

- 1.1. This Contract is being tendered as an open procedure in accordance with section 20 of the Procurement Act 2023.

2. PRELIMINARY MARKET ENGAGEMENT

- 2.1. As part of the tender procedure, the Authority has not undertaken preliminary market engagement prior to the commencement of this procedure.
- 2.2. The Authority initially ran a Further Competition via the LHC Procurement Group Limited Frameworks (Windows & Doors – PVC-U & Timber WD2): in June 2025. This was a failed procurement. Due to the imminent time constraints and necessity to procure this tender to ensure continuation of service, preliminary market engagement has not been undertaken.

3. TIMETABLE

- 3.1. The draft timetable below outlines the estimated duration of the procurement procedure. Suppliers should note this is for indicative purposes only and the Authority is not bound by these timescales.
- 3.2.

Date	Activity
15/08/2025	Tender issued
12/09/2025	Last date for Supplier questions to be submitted
23/09/2025 @12 noon	Tender response submission deadline
19/09/2025 – 31/10/2025	Tender evaluation period
03/11/2025	Assessment Summary sent to suppliers and Contract Award Notice published
03/11/2025 – 13/11/2025	8 working day mandatory standstill period
14/11/2025	Contract award
14/11/2025	Publish Contract Details Notice
30/11/2025	Redacted Copy of the Contract Published
01/12/2025	Commencement of the Contract
01/12/2025	Implementation Period
January 2026	Works to commence

- 3.3. Tender offers must remain valid for 90 days from the tender response submission

deadline. In the unlikely event that an offer hasn't been accepted in this time period, the Council will contact all suppliers that submitted to confirm whether they would be able to hold the price submitted or submit best and final offers.

4. APPLYING FOR THE CONTRACT

- 4.1. Completed documents should be submitted electronically via the YORtender system: <https://yortender.eu-supply.com/login.asp?B=YORTENDER>
- 4.2. Please check your username and password at least one week before returning your submission, in order that any log-in issues can be resolved before you start your response. Please note that it is the supplier's responsibility to upload their submission by the deadline and late submissions will not be accepted unless there is a genuine issue outside the suppliers control preventing the upload (e.g. the e-tendering system is unavailable). It is the suppliers responsibility to evidence any such issues.
- 4.3. In order to submit a compliant tender you will need to complete and submit the following to ensure your tender is compliant:
 - PA2023 Volume 3 Procurement Specific Questionnaire
 - PA2023 Volume 2 Pricing Schedule
- 4.4. Suppliers should review the Council's [conditions of tendering](#) before submitting a response.

5. RAISING A QUESTION

- 5.1. Should you have any queries regarding this project, please submit a question via the 'Questions and Answers' or 'Messaging' section on the YORtender system.
- 5.2. If your question contains commercial sensitive information which you do not wish to be shared with the other applicants you must state this in the question for consideration.
- 5.3. It is the suppliers responsibility to raise clarification during the tender period, including in relation to the T&Cs.

6. YORTENDER SYSTEM TECHNICAL SUPPORT

- 6.1. If you have specific technical system issues, please utilise the following email address or phone number:
 - Email: support@eu-supply.com
 - Phone: 0800 840 2050 during office hours only (09:00 – 17:00)
- 6.2. The Authority will accept no responsibility for difficulties during the process of submission.

EVALUATION PROCESS

7. CONDITIONS OF PARTICIPATION

7.1. Each tender will be assessed against a set of conditions of participation which will consist of the following parts of the Volume 3 Procurement Specific Questionnaire:

- Preliminary Questions;
- Part 1 - Confirmation of Core Supplier Information;
- Part 2 - Additional Exclusions Information; and
- Part 3 - Questions Relating to Conditions of Participation.

7.2. Each condition of participation section will indicate whether the questions are for information only or if they have a threshold.

7.3. Details of the conditions of participation criteria are provided in the table below:

Q.	Topic	Assessment
Preliminary Questions		
1	Organisation Name	Information Only
2	Central Digital Platform Unique Identifier	Threshold
3	Bidding Model	Information Only
4	Debarment List	Threshold
5	AI Disclosure	Information Only
6	Commercial Sensitive Information	Information Only
Part 1 – Confirmation of Core Supplier Information		
7	Up-to-date Core Supplier Information	Threshold
8	Digital Signatories	Information Only
Part 2 – Additional Exclusions Information		
Part 2A – Associated Persons		
9	Confirm any Associated Persons	Threshold
10	Contingent Condition(s) of Participation	Threshold
11	Associated Persons CDP information	Threshold
12	Associated Persons on the Debarment List	Threshold
Part 2B – List of all Intended Sub-Contractors		
13	Sub-Contractor Details	Threshold
14	Sub-Contractors on the Debarment List	Threshold
Part 3 – Questions Relating to Conditions of Participation		

Financial capacity		
15	Evidence of Economic and Financial Standing	Threshold
16	Guarantor	Threshold
17	Insurances	Threshold
18	Payments Terms	Threshold
Legal capacity		
19	Modern Slavery Relevant Organisation	Threshold
20	Modern Slavery Section 54	Threshold
21	Published Statement	Threshold
22	Not Relevant Organisation	Threshold
23	GDPR	Threshold
24	Contract Redaction Commitment	Threshold
Technical ability		
25	Relevant experience and contract examples	Threshold
26	Experience of sub-contractor management	Threshold
27	Organisational standards	Threshold
28	Carbon Reduction	Threshold
29	Guarantees and Warranties	Threshold

7.4. The conditions of participation will be evaluated first. If a supplier does not satisfy a condition of participation, then the Authority will exclude the supplier from progressing beyond this point in the evaluation process.

8. AWARD CRITERIA

8.1. The Authority will select the most advantageous tender using a price: quality ratio of 60%:40%.

8.2. The score from the quality and price evaluations will be combined to produce a total score.

8.2.1. The Authority will select the Supplier who has achieved the highest overall score (based on price and quality) to be awarded the Contract.

Quality

8.3. Quality questions are scored 0, 25, 50, 75 or 100. This is based on how your organisation responds to the question with reference to the detail contained in the specification. The score your organisation receives will then be divided by the maximum score available (i.e. 100) and then multiplied by the question weighting to

give you a score for each question.

An example of the calculation of quality scoring is detailed below:

Question 1.1 has a weighting of 20%.

A Supplier is awarded 75 marks out of a possible 100 for their response to this question (as established using the scoring criteria detailed in Table 1 below).

Therefore this Supplier is scored: $(75 \div 100) \times 20 = \text{Score } 15\%$.

8.4. Details of the award criteria weightings are provided in the table below:

Part 4 – Award Questions		
1.	Resident and Stakeholder Engagement	3%
2.	Accessing Properties	5%
3.	Programming the works	10%
4.	Defects and Liabilities	5%
5.	Health and Safety	5%
6.	Quality Assurance and Competency	2%
7.	Labour and Supply Chain Management	5%
8.	Social Value	5%

8.5. The scoring criteria is as follows:

Score	Score Standards	
100	Very Good Answer	A very good overall response to the question. The response considers the relevant Authority requirements as referred to in the question, provides detailed examples and/or supporting evidence, and gives a high level of confidence that overall the elements and relevant requirements will be achieved to a very good standard.
75	Good Answer	A good overall response to the question. The response considers the relevant Authority requirements as referred to in the question, provides some examples and/or supporting evidence, and gives confidence that overall, the elements and relevant requirements will be achieved to a good standard. The response may lack detail in minor elements of its deliverability and/or quality.
50	Acceptable Answer	An acceptable response to the question. The response considers the relevant Authority requirements as referred to in the question, which provides confidence that overall the elements and relevant requirements will be achieved to a minimum acceptable standard. The response may lack detail in some aspects of its deliverability and/or quality, but is overall nonetheless acceptable.
25	Poor Answer	A response that provides little confidence overall that a significant portion of the elements and relevant requirements will be achieved to an acceptable standard. The response lacks consideration to the relevant Authority requirements as referred to in the question. The response lacks detail in aspects of its deliverability and/or quality, which causes concern.
0	No answer or unacceptable answer given	No response to the question or the response is not considered acceptable and lacks consideration to the relevant Authority requirements as referred to in the question.

- 8.6. If the quality element of the Tender does not achieve a minimum score of 25% out of 40% of the available points the Council will categorise the Tender as “not under further consideration”, disregard the Tender from any further evaluation in the competition and mark the Participant as a failed submission.

Pricing

- 8.7. The supplier is required to complete the Price Schedule in Volume 2 which includes specific instructions for completion. Do not alter, amend, or change the format of the

layout of Volume 2 – Pricing Schedule.

- 8.8. Suppliers should enter a rate or price against every applicable item. The word 'nil' shall be deemed to have been entered against any item where the supplier has left the rate or price column blank. It will be assumed that blanks, 'nil,' 'included' etc. means that the supplier considers that money for that item has been allowed for elsewhere in the tender.

If, at any time during the evaluation process, the Council discovers that any information or documentation submitted by the Supplier is or appears to be incomplete or erroneous, or missing, the Council may (but shall not be obliged to) ask the Supplier to submit, supplement, clarify or complete the relevant information or documentation subject to the principles of transparency, equal treatment and non-discrimination.

- 8.9 Post Tender the Authority shall transfer the rates and prices to Appendix I Evaluation Model, tendered price will be ascertained from the summary tab cell D15. This is the total upon which the Tender will be evaluated.

8.10 THE DOMINICK FORMULA

The total tendered price (Appendix I Evaluation Model Cell D15) is the total upon which the Tender will be evaluated using the following formula:

$$\left[1 - \frac{(\text{Bidder's Price} - \text{Lowest Price})}{\text{Lowest Price}} \right] \times \text{Available Price Weighting (\%)} = \text{Price Score (\%)}$$

Example based on sample figures to provide illustration of calculation:

The lowest price submission was £1,000 and Bidder 1 had a total tender value of £1,500. Using the price evaluation formula above, they will score 30% as shown below.

$$\left[1 - \frac{(\text{£1,500} - \text{£1,000})}{\text{£1,000}} \right] \times 60\% = 30\%$$

- 8.11 The lowest tender total shall be awarded the full price weighting for the section and bidders with a higher price will be proportionately reduced. Note that values which are double or greater than double the lowest price will receive a score of 0 rather than a negative score.

- 8.12 The Price Score will be calculated to two decimal places.

9 EVALUATION PANEL

- 9.11 Responses will be evaluated by an Evaluation Panel with a minimum of three evaluators. The Evaluation Panel will consist of officers from the Project Team and any other relevant officers of the Authority.
- 9.12 The Evaluation Panel will meet to evaluate the submissions and agree consensus scores in accordance with the scoring criteria.



PA2023 VOLUME 2

PRICING SCHEDULE

MUST BE RETURNED AS PART OF YOUR SUBMISSION

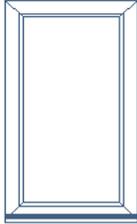
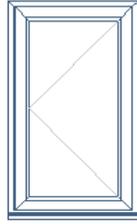
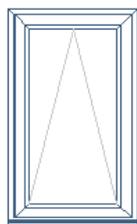
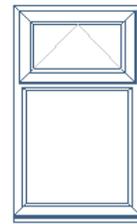
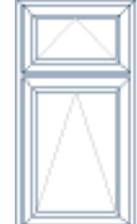
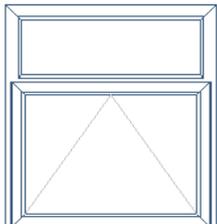
PRICING INSTRUCTIONS

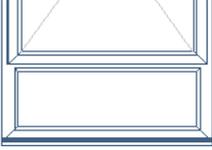
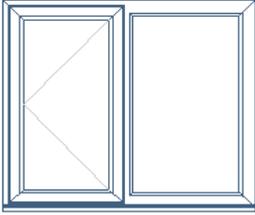
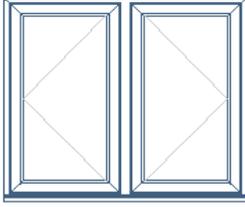
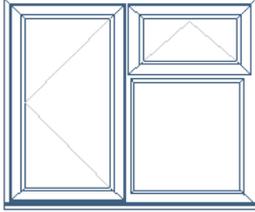
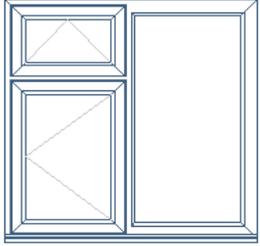
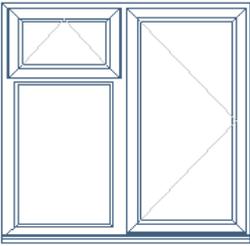
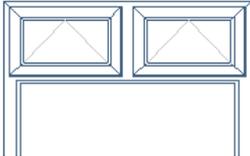
1. GENERAL

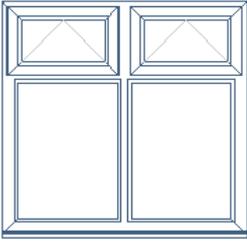
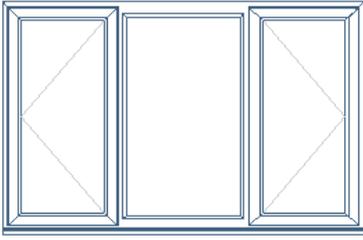
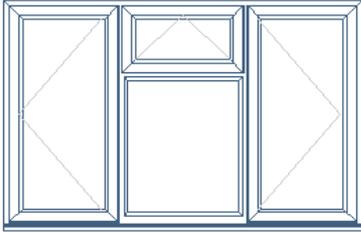
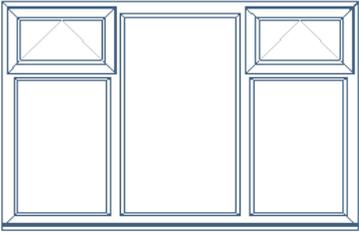
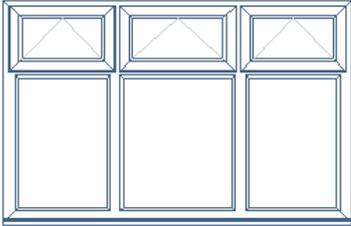
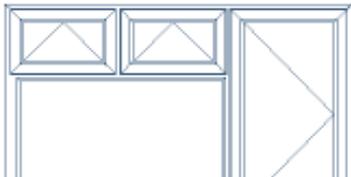
- 1.1 All Suppliers are required to complete and submit this Pricing Schedule.
- 1.2 Suppliers are required to complete all cells highlighted yellow in the pricing sheet.
- 1.3 The amounts entered by the Authority (post tender) at Evaluation Stage to Appendix I Evaluation Model summary tab D15 is the total upon which the Tender will be evaluated as per the evaluation processes details in the Evaluation Methodology.
- 1.4 All costs must be provided in Pounds Sterling (£) Excluding VAT.
- 1.5 All rates apply from the starting date 01/11/2025 until 31/10/2027 and thereafter will be adjusted in accordance with clause Appendix E of the conditions of contract.
- 1.6 Upon completion of the 24 month fixed price period and if the option to extend the contract for a further year or the second subsequent year extension is taken the tender schedule of rates are to be adjusted using the Housing Repair and Maintenance Construction Output Price Indices provided by the Office for National Statistics as Appendix E
- 1.7 Rates are to be all inclusive.
- 1.8 Items requiring a rate or price shall be fully completed. Rates and prices not completed or filled in shall be deemed to be included elsewhere in the completed rates. There shall be no allowance for any subsequent additions for these items.
- 1.9 All hourly rates to be calculated and invoiced to the nearest quarter hour
- 1.10 No payments will be made for travel time or mileage
- 1.11 No payment will be made for abortive visits where appointments have not been agreed with the Contract Administrator and or Resident
- 1.12 Evidence of materials purchase and price to be provided
- 1.13 This model is for evaluation purposes only and gives no guarantee of order quantities or volumes. Pricing quantities in Appendix I Evaluation Model are not representative of future orders.

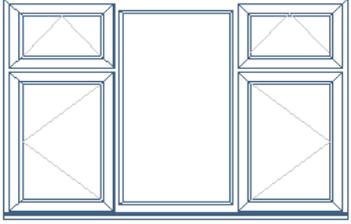
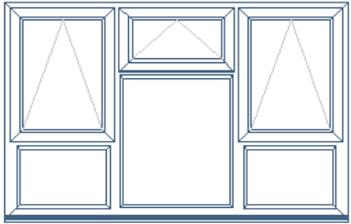
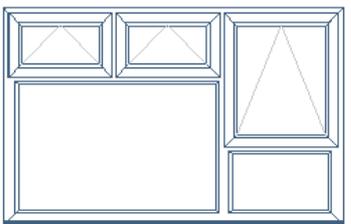
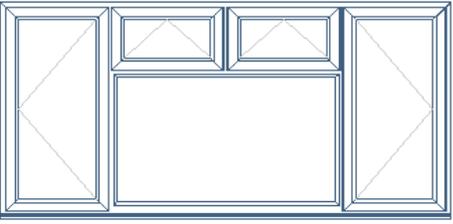
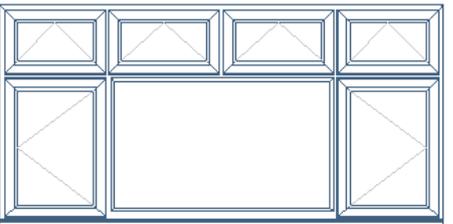
2 PROCESS FOR PRICING ITEMS NOT INCLUDED OR COVERED BY THE PRICE SCHEDULE

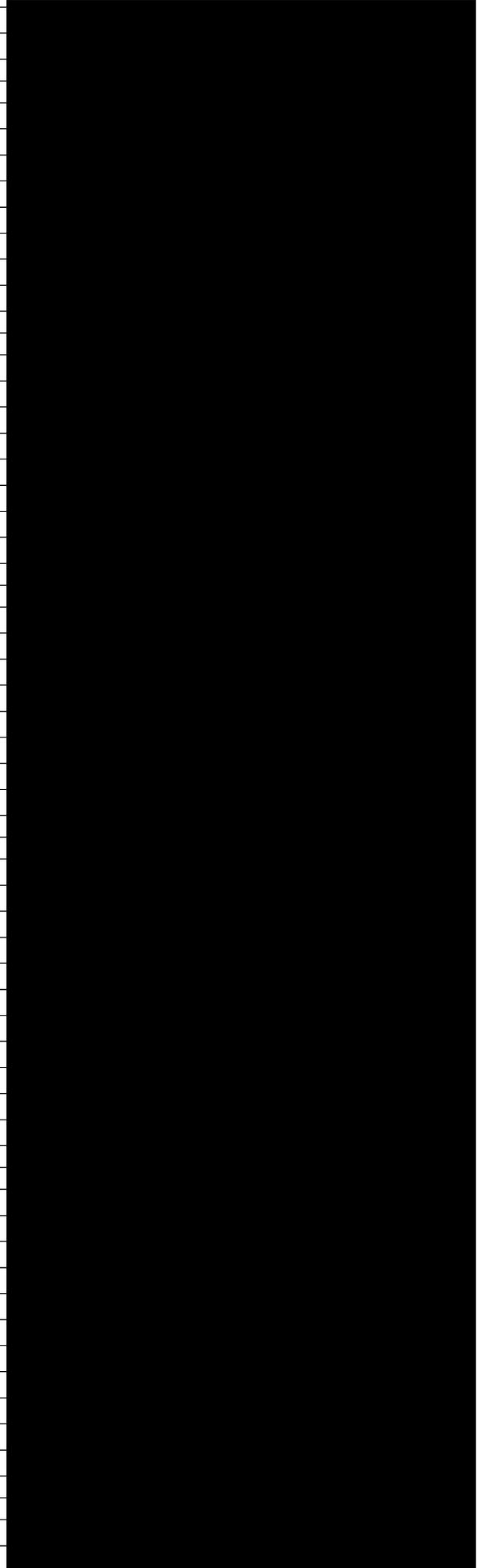
- 2.1 Where an item is required and is not covered by a rate in the PA2023 Volume 2 Pricing Schedule, the following process shall be adopted, additional Item prices shall be negotiated between the Contract Administrator and the Contractor agreement must be sought prior to use and installation of an unpriced Good or Service.

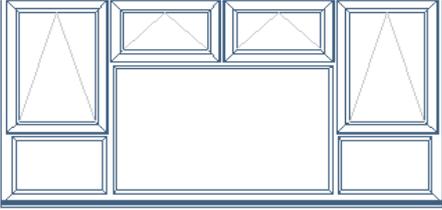
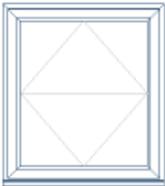
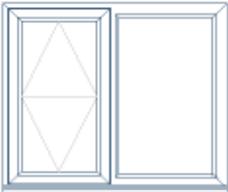
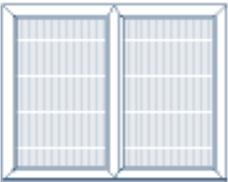
Ref	Window / Door Description	Size Range	Supply & Fix double glazed units	Supply Only double glazed units	Supply & Fix triple glazed units	Supply Only triple glazed units
	Casement uPVC Windows					
W1.1		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
		1.50m ² to 1.75m ²				
		1.75m ² to 2.00m ²				
W1.2		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
		1.50m ² to 1.75m ²				
W1.3		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
W1.4		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
W1.5		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
W1.6		Less than 0.50m ²				
		0.50m ² to 0.75m ²				
		0.75m ² to 1.00m ²				
		1.00m ² to 1.25m ²				
		1.25m ² to 1.50m ²				
		Less than 0.50m ²				
		0.50m ² to 0.75m ²				

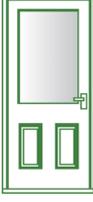
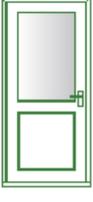
W1.7		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
W2.1		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
W2.2		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
W2.3		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
W2.4		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
W2.5		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
W2.6		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²

		2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ²
W2.7		0.75m ² to 1.00m ² 1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ²
W3.1		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.2		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.3		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.4		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.5		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ²

		2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.6		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.7		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W3.8		1.00m ² to 1.25m ² 1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ²
W4.1		1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ² 3.00m ² to 3.25m ² 3.25m ² to 3.50m ² 3.50m ² to 3.75m ² 3.75m ² to 4.00m ²
W4.2		1.25m ² to 1.50m ² 1.50m ² to 1.75m ² 1.75m ² to 2.00m ² 2.00m ² to 2.25m ² 2.25m ² to 2.50m ² 2.50m ² to 2.75m ² 2.75m ² to 3.00m ² 3.00m ² to 3.25m ² 3.25m ² to 3.50m ² 3.50m ² to 3.75m ² 3.75m ² to 4.00m ²
		1.25m ² to 1.50m ² 1.50m ² to 1.75m ²



W4.2		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
		2.50m ² to 2.75m ²
		2.75m ² to 3.00m ²
		3.00m ² to 3.25m ²
		3.25m ² to 3.50m ²
		3.50m ² to 3.75m ²
		3.75m ² to 4.00m ²
	Centre Pivot uPVC Windows	
TT1		0.50m ² to 0.75m ²
		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
TT2		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
		2.00m ² to 2.25m ²
		2.25m ² to 2.50m ²
	Reinforced Insulated Panel	
P1		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²
P2		0.75m ² to 1.00m ²
		1.00m ² to 1.25m ²
		1.25m ² to 1.50m ²
		1.50m ² to 1.75m ²
		1.75m ² to 2.00m ²

Ref	Window / Door Description	
	Composite Door Set Standard Colour Range	
	Standard Colours	
	Blue  Red  White 	
	Green  Black 	
DTA	Door Type A 	1 nr door set
DTB	Door Type B 	1 nr door set
DTC	Door Type C 	1 nr door set
DTD	Door Type D 	1 nr door set
DTE	Door Type E 	1 nr door set
	uPVC Door Set Colour White	
DTF	Door Type F 	1 nr door set

DTG	Door Type G 	1 nr door set
SL1	Sidelight 1 	up to 0.25m wide 0.25 to 0.50m wide 0.50 to 0.75m wide 0.75 to 1.00m wide 1.00 to 1.25m wide
SL2	Sidelight 2 Reinforced bottom pa 	up to 0.25m wide 0.25 to 0.50m wide 0.50 to 0.75m wide 0.75 to 1.00m wide 1.00 to 1.25m wide
SL3	Reinforced Top panel Sidelight 3 Reinforced bottom par 	up to 0.25m wide 0.25 to 0.50m wide 0.50 to 0.75m wide 0.75 to 1.00m wide 1.00 to 1.25m wide
SL4	Reinforcement dogbone of similar between sidelight and door frame	per leg
FL1	Fanlight 1 	Less than 0.25m ² 0.25m ² to 0.50m ² 0.50m ² to 0.75m ² 0.75m ² to 1.00m ²
FL2	Fanlight 2 Insulated panel 	Less than 0.25m ² 0.25m ² to 0.50m ² 0.50m ² to 0.75m ² 0.75m ² to 1.00m ²

Ref	Window / Door Description		Rate per unit
	APPROXIMATE QUANTITIES		
	extra over Window installation cost for; -		
AQ1	carry out survey to individual property	1 item	
AQ2	top hung casement in lieu of side hung	1 nr	
AQ3	egress hinges and handles	1 set	
AQ4	obscure glass in lieu of clear glass	0.50m ² to 1.00m ²	
		1.00m ² to 1.50m ²	
		1.50m ² to 2.00m ²	
AQ5	diverting existing telephone, aerial cables	1 nr	
AQ6	remove; re-fit net curtains or other soft furnishings	1 nr	
AQ7	remove; re-fit blinds	1 nr	
AQ8	Replace curtain timber batten rails painted in white	up to 1.00m	
		up to 2.00m	
		up to 3.00m	
AQ9	arch PVC heads not exceeding 225mm high	up to 1.00m	
		up to 2.00m	
		up to 3.00m	
	extra over Door installation cost for; -		
AQ10	Letter box to front doors	per door	
AQ11	Remove and Refix Door Bell	item	
AQ12	Provide 'clip on' to frame where plaster line requires deeper frame	to door set one side	
	extra over window/door installation cost for builders works; -		
		opening width	
AQ13	Lintels; insulated cavity wall metal standard duty lintel with 150 bearing either side	opening up to 1.00m	
		opening 1.00m to 1.50m	
		opening 1.50m to 2.00m	
		opening 2.00m to 2.50m	
AQ14	Plaster; remove loose plaster; remove debris; apply Unibond sealant; 2 coats plaster to match existing	not exceeding 300mm wide per m	
		exceeding 300mm wide less than 1 m ²	
		exceeding 300mm wide 1 m ² to 2 m ²	

		exceeding 300mm wide over 2 m ² per m ²
AQ15	Rendered Properties; remove render to reveals before installation; re-rendering to match existing render finish	window up to 0.75m ² window 0.75-1.50m ² window or door over 1.50m ²
AQ16	Window sill; remove existing window board; white MDF bullnose or pine window board	up to 1.00m 1.00m to 2.00m 2.00m to 3.00m
AQ17	uPVC capping board overboarding to tile or timber window sill	up to 1.00m 1.00m to 2.00m 2.00m to 3.00m
AQ18	Lower concrete threshold to allow level access threshold to be flush with floor finishes; breaking out concrete thresholds; lapping new DPC's and DPM's into existing; casting new threshold in rapid set concrete to suite floor level; preparing opening for new door; making good	for single door
AQ19	Apply for Planning Permissions; allow for liaising with the Client and applying for planning permission on the Client's behalf for properties without delegated rights or in conservation areas	per planning application
	extra over Window installation cost for; -	
AQ20	Toughened glass in lieu of standard glass to conform with Part K of the Building Regulations	per m ²
AQ21	Laminated glass in lieu of standard glass to conform with Part K of the Building Regulations	per m ²

Ref	Window / Door Description		Rate per hour
	DAYWORK RATES		
	extra over Window installation cost for; -		
	For work outside the scope of work contained in the shedule of rates the follow rates will apply to works instructed by the Contract Administrator		
	Normal Working Hours 8am to 6pm		
DW1	Window Fitter	Per hour	
	Outside Normal Working Hours and Weekends		
DW2	Window Fitter	Per hour	
	Emergency Call Out Within Normal Working Hours		
DW3	Window Fitter (including travel time and mileage)	Per visit plus 1st hour on site	
DW4	Window Fitter	Per hour thereafter	
	Emergency Call Out Outside Normal Working Hours		
DW5	Window Fitter (including travel time and mileage)	Per visit plus 1st hour on site	
DW6	Window Fitter	Per hour thereafter	
	Material Costs		
DW7	Cost of materials used	Percentage Adjustment	