# JCT Minor Works Building Contract (MW 2024)

### This Agreement

is made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_\_\_

Between

The Employer
The Mayor and Burgesses of the [London Brough of (complete as appropriate)]

whose principal place of business is at

[address]

**And**

The Contractor

[company number]

whose registered office is at

[address]

## Recitals

## First:

"The Employer wishes to have the following work carried out:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“the Works”) under the direction of the Architect/Contract Administrator referred to in Article 4;

## Second:

"The Employer has had the following documents prepared which show and describe the work to be done:

the drawings numbered / listed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘the Contract Drawings’)

 a Specification (‘the Contract Specification’)

 Work Schedules

which for identification have been incorporated into this Agreement in Schedule 4 (Employer’s Invitation Documents); those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Fourth Recital (collectively ‘the Contract Documents’) are annexed to this Agreement;

## Third:

"The Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules, or with a Schedule of Rates which for identification have been incorporated into this Agreement in Schedule 5 (the Contractor’s Submission);

**Articles**

**Article 2 Contract Sum**

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) (‘the Contract Sum’)

or such other sum as becomes payable under this Contract.

## Article 4 Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given 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.

Article 5 CDM Regulations – Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

the Principal Designer is the Architect/Contract Administrator

(or)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such replacement as the Employer at any time appoints to fulfil that role;

the Principal Contractor is the Contractor

(or)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6 Building Regulations – Principal Designer and Principal Contractor

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

the Principal Designer is the Architect/Contract Administrator

(or) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such replacement as the Employer at any time appoints to fulfil that role;

the Principal Contractor is the Contractor

(or)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such replacement as the Employer at any time appoints to fulfil that role.

## Contract Particulars

Fourth Recital and the JCT Fluctuations Option (Paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)

Base Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fourth Recital and clause 4.2

 Construction Industry Scheme (CIS)

Employer at the Base Date

\* is a ‘contractor’/is not a ‘contractor’

for the purposes of the CIS

Fifth Recital

CDM Regulations

the project

\* is/is not notifiable

Sixth Recital

Framework Agreement (if applicable)

*(State date, title and parties.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seventh Recital and Schedule 2

Supplemental Provisions

(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~~

Supplemental Provision 2: Cost savings and value improvements

\* applies~~/does not apply~~

Supplemental Provision 3: Performance Indicators and monitoring

\* applies~~/does not apply~~

Article 8

Arbitration

(If neither entry is deleted, Article 8 and Schedule 1 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 Schedule 1 apply.)

 Article 8 and Schedule 1 (Arbitration)

 \* ~~apply/~~do not apply

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

As Stated at the head of this Agreement

Contractor

As Stated at the head of this Agreement

The respective email addresses for the Parties are

Employer’s email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

2.2

Works commencement date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date for Completion

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or such later date for completion as is fixed under clause 2.8

2.8

Liquidated damages

at the rate of

£ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.10

Rectification Period

(The period is 3 months unless a different period is stated.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months

from the date of practical completion

4.3

Interim payments – Interim Valuation Dates

(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these

 Particulars (against the reference to clause 2.3) and thereafter at monthly intervals.)

The first Interim Valuation Date is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and thereafter at intervals of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4

Payments due prior to practical completion – percentage of the total value of work etc.

(The percentage is 95 per cent unless a different rate is stated.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent

Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor

(The percentage is 97½ per cent unless a different rate is stated.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent

4.4 and 4.9

Fluctuations provision

(Unless another provision or entry is selected, the JCT Fluctuations Option applies. References in this Contract to the JCT

 Fluctuations Option (or any provision as set out in such Option) are references to the JCT 2024 edition of that Option.)

\* JCT Fluctuations Option (Contribution, levy and tax changes) applies

\* no fluctuations provision applies

\* the following fluctuations provision applies

~~Percentage addition for the JCT Fluctuations Option (paragraph 13) (if applicable)~~

 ~~\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent~~

4.9.1

Supply of documentation for computation of amount to be finally certified

(The period is 3 months unless a different period is stated.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months

from the date of practical completion

5.3

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

£\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

5.4, 5.5 and 5.6

Insurance of the Works etc. – alternative provisions

\* Clause 5.4 (Works insurance by Contractor in Joint Names) applies

\* Clause 5.5 (Works and existing structures insurance by Employer in Joint Names) applies

\* Clause 5.6 (Works and existing structures insurance by other means) applies

5.4 and 5.5

Percentage to cover professional fees

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent

5.6

Insurance arrangements – details of the required policy or policies

are set out in the following document(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2.3.2

Service of notices by email

 (If neither entry is deleted or an email address for each Party is not specified, clause 6.2.3.2 shall not apply.)

Clause 6.2.3.2

\* applies/does not apply

Employer’s email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.1

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer’s nominee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s nominee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

7.3

Adjudication

 The Adjudicator is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

~~\*Chartered Institute of Arbitrators~~

~~\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Schedule 1 (paragraph 2.1)~~

~~Arbitration: 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 paragraph 2 of Schedule 1. For any subsequently served notice of arbitration from any Party under paragraph 2 of Schedule 1, 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~~

~~\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

### Attestation

### The Agreement shall be executed as a deed.

**Executed as a Deed by the Employer**

[Insert Attestation Clause for Employer]

**Executed as a Deed by the Contractor**

Namely………………………………..

acting by a Director and the Company Secretary/two Directors of the company

Director………………………………

Director / Secretary……………………...

[Delete as appropriate]

### **“Schedule 3 Schedule of Amendments”**

### **Schedule of Amendments to JCT Minor Works Contract (MW 2024) Edition**

### ARTICLES

### After Article 9, insert new articles 10, 11 and 12:

### “Article 10: incorporation of schedule of amendments

### The Agreement and the Conditions shall have effect as modified by the attached schedule of amendments to JCT Minor Works Contract (MW) 2024 Edition.”

### “**Article 11: Entire Agreement**

### This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Works including but not limited to any letter of intent, letter of instruction or pre-construction services agreement (Prior Arrangement). Any works or services performed by the Contractor prior to the date of this Contract under any such Prior Arrangement are deemed to have been performed under and subject to the terms of this Contract and amounts paid under any such Prior Arrangement are to be treated as having been paid on account of the Contract Sum.

### Each Party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### **“Article 12: Collateral Warranties**

### Within 14 days of the Employer’s request, the Contractor shall deliver to the Employer executed deeds of collateral warranty from the Contractor in favour any Party indicated by the Employer in the relevant form attached to this Agreement.

### Within 14 days of the Employer’s request, the Contractor shall deliver to the Employer executed deeds of collateral warranty from the sub-contractors or consultants used by the Contractor for the works in favour of the Employer. The failure to meet this provision, shall entitle the Employer, at its discretion, to withhold an appropriate sum related to such sub-contract or the contract as a whole, until such deeds of collateral warranty are delivered.”

# Conditions

Section 1 Definitions and Interpretation

#### 1.1 Definitions

Amend the definition of "Agreement":

Add at the end:
", all as amended by and incorporating the “Schedule of Amendments", Annexes and Appendices and Contract Documents”

Amend the definition of "Conditions":

In the definition of ‘Conditions’ at the end insert ‘(as modified in accordance with Article 10)’.

**Agreement**:

Add at the end:
", all as amended by and incorporating the attached schedule of amendments."

**Statutory Provider**:

at the start of this definition, insert: "any local authority or"**.**

After "such" in the second line, insert: "local authority or".

**Statutory Requirements**:

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".

After "of any" in the third line, insert: "Statutory Provider or".

Add new definitions:

“Building Safety Laws": The Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations, and any statutory instrument, regulation, rule, order, code of practice, or guideline made under or relating to these 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 or relating to 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 and 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 in the Building Safety Act 2022.”

“Construction Products Regulations: UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).”

“Deleterious: any materials that do not comply with the guidelines and recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (as it may be updated from time to time), or any other material that does not comply with any current relevant British Standard, relevant code of practice and good building practice current at the relevant time or is otherwise generally known or considered in the construction industry at the relevant time as posing a threat to the health and safety of any person, or posing a threat to the durability, structural stability, performance or physical integrity of the Works or any part or component of the Work, or having been supplied or placed on the market in breach of the Construction Products Regulations.”

“Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works (and completed Works) and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works (and completed Works).”

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.

“Standard of Care: all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works unless any of the Statutory Requirements impose a higher standard in which case that higher standard will apply notwithstanding any provision of this Contract to the contrary.”

1. Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable Works which are substantially similar to the Works or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the Term, the pricing structure and any other relevant factors.
2. Bribery Act**:** The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
3. **Business Continuity Plan:** a business continuity plan prepared pursuant to clause 8.4 as amended from time to time.
4. Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party’s representatives in connection with this agreement, including but not limited to:
	1. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Contractors or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
	2. any information developed by the parties in the course of carrying out this agreement and
	3. any Commercially Sensitive Information.
5. Coronavirus: the disease known as coronavirus disease (COVID-18) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) together with any variants from time to time.
6. Data Controller: shall have the same meaning as set out in the Data Protection Legislation.
7. Data Processor: shall have the same meaning as set out in the Data Protection Legislation.
8. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory Employer and applicable to a party. To the extent that the EU GDPR applies, the law of the European Union or any other member state of the European Union to which the Contractor is subject, which relates to the protection of Personal Data.
9. Data Subject: shall have the same meaning as set out in the Data Protection Legislation.
10. Domestic Law: the law of the United Kingdom or a part of the United Kingdom.
11. EIRs**:** the Environmental Information Regulations 2004 (SI 2004/3381) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Environment Agency:** the Environment Agency which is an executive non-departmental public body, sponsored by the Department for Environment, Food & Rural Affairs.

**EU GDPR:** means the General Data Protection Regulation ((EU) 2016/678), as it has effect in EU law

FOIA**:** The Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event**:** any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including:

* 1. acts of God, storm, flood, draught, earthquake, or other natural disaster;
	2. civil commotion or riots, civil war, war, acts of terrorism, threat of or preparation for war, armed conflict, imposition of sanctions, emargo, or breaking off or diplomatic relations;
	3. nuclear, chemical or biological contamination or sonic boom;
	4. any law or action taken by a government or public Employer, including without limitation imposing an export or import restriction, quota or prohibition;
	5. collapse of buildings, fire, explosion or accident;

but excluding any labour or trade disputes, industrial action or lockouts relating to the Contractor or the Contractor s Personnel a Public Health Event or any other failure in the Contractor ’s supply chain.

1. General Change in Law**:** a change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of Works which are the same as, or similar to, the Works which comes into force after the Based Date.

Information**:** has the meaning given under section 84 of FOIA.

KPIs**:** the key performance indicators set out in clause 8.1 .

Law**:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Works or with which the Contractor is bound to comply.

**Living Wage:** the basic hourly rate which is set by the Living Wage Foundation (before tax, other deductions and any increase for overtime), as may be revised from time to time by the Living Wage Foundation or Greater London Employer. The Living Wage consists of two (2) rates, the London Living Wage (which covers Greater London) and the UK Living Wage (which covers the United Kingdom excluding Greater London).

**Permitted Item:** Items that are permitted for operational, technical, economic, or environmental reasons.

1. Permitted Recipients**:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.
2. Personal Data: shall have the same meaning as set out in the Data Protection Legislation.
3. Personnel: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors**.**

Prevent Guidance and Toolkit: The Prevent Duty Guidance for England and Wales, available at: <https://www.gov.uk/government/publications/prevent-duty-guidance> and <https://www.gov.uk/government/publications/prevent-duty-toolkit-for-local-authorities#:~:text=The%20Prevent%20duty%20toolkit%20supports,a%20terrorist%20or%20supporting%20terrorism>, as **may** be amended from time to time.

Prevent Lead: the officer of the Contractor responsible for implementation and dissemination of the Government Prevent Strategy, identified as such to the Employer.

Prohibited Act**:** the following constitute Prohibited Acts:

* 1. to directly or indirectly offer, promise or give any person working for or engaged by the Employer a financial or other advantage to:
		1. induce that person to perform improperly a relevant function or activity; or
		2. reward that person for improper performance of a relevant function or activity;
	2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
	3. committing any offence:
		1. under the Bribery Act;
		2. under legislation or common law concerning fraudulent acts;
		3. defrauding, attempting to defraud or conspiring to defraud the Employer.
	4. any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.
1. Prohibited Item: items specific to the project which are not permissible for sustainability reasons, a complete list of which can be found at <https://www.gov.uk/guidance/restricted-goods-merchandise-in-baggage>
2. Public Health Event: an event or delay caused by, or arising from or in relation to, a Coronavirus or any epidemic or pandemic that prevents or delays the performance of the Works or the performance of any obligations under this agreement, including (but not limited to):
	1. absences or unavailability of the Contractor’s Personnel, and any loss of, or disruption to, any of their facilities;
	2. any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) of the Contractor’s Personnel;
	3. any recommended or mandatory measures introduced by the Government intended to prevent or delay the spread of Coronavirus or other virus or organism causing an epidemic or pandemic.

Request for Information**:** a request for information or an apparent request for information under the Code of Practice on Access to Government Information, FOIA or the EIRs.

1. **Service User**: a person who receives Works from a provider as they carry on a regulated or non-regulated activity.

Specific Change in Law**:** a change in Law which only affects or relates to the Employer and which would not affect the supply of Works that are identical or similar to the Works to other Authorities but excluding any change in Law that would have been reasonably foreseeable at the Base Date by an experienced Contractor performing Works similar to the Works.

Sub-Contract**:** any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Works from that third party.

Sub-Contractor**:** the contractors or providers that enter into a Sub-Contract with the Contractor.

Contractor’s Personnel**:** all employees, staff, other workers, agents and consultants of the Contractor and of any Sub-Contractors who are engaged in the provision of the Works from time to time.

1. UKGDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Waste Hierarchy: means the ranking of waste management options according to what is best for the environment.

Whistleblowing Policy: Whistleblowing' means the reporting by employees of suspected misconduct, illegal acts or failure to act. The aim of this policy is to encourage employees and others who have serious concerns about any aspect of the work to come forward and voice those concerns. The Employer's whistleblowing policy and procedure has been approved by the Employer’s Audit, Governance and Standards Committee. This policy forms part of the Employer's anti-fraud and anti-corruption arrangements and is included with the employee code of conduct which sits within the Employer’s Constitution.

Working Day**:** Monday to Friday, excluding any public holidays in England and Wales.

Amend Clause 1.3 Headings, references to persons, legislation etc.

In clause 1.3.5:

Delete "a statute, statutory instrument or other" and replace with:

"legislation or a legislative provision or".

After "subordinate legislation" add:

"made under that legislation or legislative provision".

Amend clause  1.7: Consents and approvals

Delete clause 1.7.2 and replace with the following:

"1.7.2 Notwithstanding any other provision of this Contract, the term approval, when used in the context of any approval to be given by the Employer or the Architect / Contract Administrator, shall have the meaning 'acceptance of general principles only', and no such approval or any consent given by the Employer or the or the Architect / Contract Administrator nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of its obligations or liabilities under this Contract."

Add New clause 1.9

“**1.9 Variation in writing**

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

Add New clause 1.10:

“1.10 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 clause 2.13 may be brought at any time before the expiration of 15 years from the date of issue of the Certificate of Making Good under clause 2.12 of the Contract or from the date of termination of the Contractor's employment under Section 6 of the Conditions (whether or not the validity of that termination is contested), whichever is the earlier."

#### **2. Carrying Out the Works**

Contractor’s Obligations:

Add a new clause 2.1.6:

"2.1.6 The Contractor shall comply with the Building Safety Laws and shall promptly co-operate with the Employer and any relevant authorities to ensure compliance with these laws."

Add a new clause 2.1.7:

"2.1.7 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."

**Add a new clause 2.1.8:**

"2.2.6 Without prejudice to clause 2.2.6, the Contractor shall not knowingly suffer or permit the use in the Works of anything, which, at the time of use, is Deleterious. The Contractor shall immediately notify the Employer if it becomes aware of any such use."

Divergences from Statutory Requirements:

**Add a new sub-clause clause 2.5.3**:
"The Contractor shall notify the Employer of any divergence between the Statutory Requirements and the Contract Documents, including any changes required by the Building Safety Laws."

Add a new Clause 2.12:

"**2.12 Compliance with Building Safety Laws**

The Contractor warrants to the Employer that:

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

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

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

2.12.4 it shall comply, and shall procure compliance by each of the Contractor's Persons with the Building Safety Laws."

Add a new Clause 2.13:

“2.13 Sharing Information”:

"The Contractor shall promptly provide the Employer with any information required by the Building Safety Laws, including information requested by the Building Safety Regulator or any other relevant authority."

# Add new Clause 2.14

# “2.14 Copyright licence

“2.14.1 The Contractor, as beneficial owner, grants to the Employer an irrevocable, royalty-free, non-exclusive licence for the Permitted Use to:

2.14.1. copy and use the Materials and Contractor’s Documents; and

2.14.2 reproduce the content of the Materials and Contractor’s Documents for any purpose relating to the Works including without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment, extension and repair of the Works”

“2.14.1 The licence granted under clause 2.14 shall be without limit of time, carry the right to grant sub-licences and be transferable to third parties.”

3. Control of the Works

3.1 Assignment

Delete Clause 3.1 and replace with:

“The Contractor shall not without the consent of the Employer, assign this Contract or any rights thereunder.”

3.3 Sub-contracting:

Amend Clause 3.3.2.2:

In sub-clause 3.3.2.2 delete "as applicable Part 2A of the Building Regulations" in the third line and insert:

"the Building Safety Laws".

3.4 Architect/Contract Administrator’s Instructions:

Renumber 3.4 to 3.4.1. and add new Clause **3.4.3:**
"3.4.2 The Contractor shall comply with any instruction from the Architect/Contract Administrator that is necessary to ensure compliance with the Building Safety Laws."

Add a new Clause 3.10

“3.10 Building Safety Compliance

3.10.1 The Contractor warrants that it will comply with the Building Safety Laws and that neither it nor any of its sub-contractors will do anything that would cause the Employer to be in breach of these laws."

#### **4. Payment**

#### Amende clause 4.1 VAT

#### Delete clause 4.1 and replace with:

#### "The Contract Sum is exclusive of VAT and, in relation to each payment to the Contractor for any supply made under this Contract:

#### 4.1.1 the Contractor shall within two Business Days following the issue by the Employer of a Payment Notice issue to the Employer an appropriate VAT invoice in respect of such supply, indicating whether or not the reverse charge applies to the supply; and

#### 4.1.2 subject to the Contractor complying with clause 4.1.1 and unless the reverse charge applies, the Employer shall in addition pay to the Contractor the amount of any VAT properly chargeable in respect of such supply."

Amend Clause 4.3 Interim Payments:

In 4.3.3 delete “14” and replace with “30”

**Amend Clause 4.5 Contractor’s applications and payment notices**

Add 4.5.3:
"4.5.3 The Contractor shall include in each Interim Payment Application a request for the Employer to confirm whether the reverse charge applies to the supply. The Employer shall provide such confirmation with the Payment Notice."

Amend Clause 4.9 Final Payment:

in 4.9.3

Delete “14” and replace with “30”

Add 4.9.4:
"4.9.4 The Contractor shall not be entitled to any payment for works that do not comply with the Building Safety Laws."

#### **5. Injury, Damage, and Insurance**

Amend Clause 5.3 Contractor’s Public Liability Insurance:

Add 5.3.3:
"5.3.3 The Contractor’s insurance shall cover any claims arising from non-compliance with the Building Safety Laws."

Add a new Clause 5.10

“5.10 Nuisance and Trespass:

"The Contractor shall prevent any public or private nuisance arising from the Works and shall indemnify the Employer against any claims resulting from such nuisance or trespass."

#### **6. Termination**

Amend Clause 6.4 Default by Contractor:

Add clause 6.4.1.4:
"6.4.1.4 The Employer may terminate the Contractor’s employment if the Contractor fails to comply with the Building Safety Laws or uses materials that are Deleterious in the Works."

Amend Clause 6.6

Add the following words to the heading:

“and the Procurement Act 2023”

in the seventh line after the word ‘applies’ insert “or the circumstances set out in section 78 of the Procurement Act 2023”

Amend 6.10

after the words “PCR Regulations” in the first line add the words “or section 78 of the Procurement Act 2023”

after the words “PCR Regulations apply” in the fourth line add the words “or the grounds specified in section 78 of the Procurement Act 2023”

Amend Clause 6.12.1

Delete “14 days” and replace with “30 days”

#### **7. Settlement of Disputes**

Amend Clause 7.3 Adjudication:

Add to the end of clause 7.3 the following:
"The Adjudicator shall give reasons for its decision and shall deliver its decision within 2 Business Days of making it."

Delete 7.4

Delete the text of 7.4 and replace with the words “Not Used”

**Insert New Section 8 As Follows:**

Section 8 Special Conditions

“Section 8. Special Conditions

* 1. Key Performance Indicators

The Contractor shall provide all information requested by the Employer in order for the proper assessment of whether the KPIs which are set out below have been met and whether they meet Best Industry Practice:.

* + 1. Cost vs. budget. The budgeted cost of work that has actually been performed in carrying out a scheduled task during a specific time period.
		2. Project progress relative to milestones.
		3. Number of complaints.
		4. Number of incidents/accidents.
		5. The number of working hours spent on different aspects of the works.
		6. The use of materials (for example, the amount of concrete poured).
		7. The number of defects.
		8. The amount of waste generated and the amount of recycling.
		9. The number of variations.
	1. Public Health Events
		1. The Contractor warrants and undertakes that it has in place, in accordance with Best Industry Practice, and all applicable regulatory requirements, a fully documented Business Continuity Plan Which would enable the maintenance or prompt restoration of business-critical functions upon the occurrence of any unplanned interruption, event or circumstance that may impair the ability of the Contractor to carry on its business, including without limitation any Public Health Event.
		2. Pursuant to clause 8.2.1, if the Contractor considers that a Public Health Event or the development of a or Public Health Event is likely to have an effect upon its ability to provide the Works which were not reasonably foreseeable at the time that this agreement was entered into and accordingly not included within its initial proposals or delivery plan, then the Contractor shall notify the Employer  promptly, setting out why it considers that to be the case, the effect it would have on the provision of the Works and a proposal to mitigate the situation to secure continuity of the Works.
		3. The Employer may within 20 Working Days of receiving the notice under clause 8.2.2, also put forward for consideration by the Contractor any proposals it considers are practicable and appropriate in the circumstances and meet with the Contractor within 10 Working Days to consider the proposals by the Contractor and the Employer’s proposal (if any) with a view to agreeing a plan of action to mitigate the situation in line with Best Industry Practice, any regulatory requirements and the applicable Government Guidance at the time.
		4. Any plan or actions agreed by the parties in accordance with this clause 8.2 will be evidenced in writing signed by the parties and will form a part of this agreement for as long as the unplanned interruption subsists.
	2. Compliance And Change In Law
		1. The Contractor shall give such reasonable co-operation and information in relation to the Works to such of the Employer’s other contractors or agents or regulators or partners as the Employer may reasonably require for the purposes of enabling any such person to create and maintain any interfaces that the Employer may reasonably require.
		2. The Contractor shall (at no additional cost to the Employer) at all times carry out and provide the Works in compliance with all applicable Laws.
		3. The Contractor shall neither be relieved of its obligations to supply the Works in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of:

### a General Change in Law; or

### a Specific Change in Law.

* + 1. Without prejudice to clause 8.3.3, the Contractor shall monitor and shall keep the Employer informed in writing of any changes in the applicable Laws which may impact the Works and shall provide the Employer with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
		2. The Contractor shall consult with the Employer (and wherever possible agree with the Employer) on the manner, form and timing of changes it proposes to make to meet any changes in applicable Laws where they would impact the Works. The Contractor shall not implement any change without the Employer’s prior written agreement, which would have an adverse effect on the Contractor’s ability to provide the Works in accordance with this agreement.
		3. Without prejudice to the rest of this clause 8.3, the Contractor shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 8.3.
		4. The Contractor shall neither be relieved of its obligations to supply the Works in accordance with the terms of this agreement nor be entitled to an increase in the Contract Sum as the result of a General Change in Law.
	1. Business Continuity
		1. The Civil Contingencies Act 2004 requires the Employer to maintain plans to ensure that it can continue to perform all of its ordinary functions in the event of an emergency. The Contractor shall have in place prior to the Works commencement date, a robust Business Continuity Plan that allows for the continued delivery of the Works following an emergency or disruptive occurrence. The Business Continuity Plan shall set out the procedures and actions to be taken if a disruptive event occurs affecting the Works.
		2. The Contractor shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.
		3. The Contractor shall make copies of its Business Continuity Plan available to the Employer upon request.
		4. The Contractor shall notify the Employer if an incident occurs which activates the Business Continuity Plan, and details of how it managed any such incident and any subsequent amendments made to processes or systems.
		5. The Contractor shall as a matter of course test its Business Continuity Plan on a regular basis (and, in any event no less than once every 12 months from the commencement of the Works) or when there has been any change to the mode or method in which the Works are provided or when there has been a change to any business processes or on the occurrence of any event which may increase the likelihood of the need to implement the business continuity arrangements. The Employer reserves the right to appoint a representative to attend any Business Continuity Plan test undertaken by the Contractor.
		6. The Contractor, on request by the Employer, shall provide evidence by way of a written report summarising the results of any Business Continuity Plan test and shall promptly implement any actions or remedial measures which the Employer may consider to be appropriate as a result of such tests.
		7. The Contractor shall undertake and be able to demonstrate to the Employer as required, a regular review process for its business continuity arrangements in relation to the provision of the Works.
	2. Environmental Policy
		1. The Contractor must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment, including in relation to waste disposal, the handling of hazardous and toxic materials.
		2. Where applicable, the Contractor shall have in place a suitable relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term of this agreement.
		3. In performing its obligations under this agreement, the Contractor shall ensure, to the reasonable satisfaction of the Employer that:

### it demonstrates low carbon resource efficiency, including minimising the use of resources including, but not limited, to the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

### it reduces and minimises the release of greenhouse gas emissions gases (including carbon dioxide emissions), air pollutants and other volatile organic compounds and substances damaging to health and the environment by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the workforce are recruited, the source of energy purchased and energy efficiency and emissions from offices, transport and on-site equipment;

### it prioritises waste management in accordance with the Waste Hierarchy and environmental Laws;

### it is responsible for ensuring that any waste generated and sent for recycling, disposal or other recovery as a consequence of this agreement is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law;

### it ensures that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this agreement do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal; and

### in circumstances that a permit, if any licence or exemptions to carry or send waste generated under this agreement is revoked, the Contractor shall inform the Employer within one (1) Working Day and cease to carry or send waste or allow waste to be carried by any Sub-Contractor until authorisation is obtained from the Environment Agency.

* + 1. The Contractor shall ensure that any Works are designed, sourced and delivered in a manner which is environmentally and socially responsible.
		2. The Contractor shall not provide to the Employer or incorporate into the Works any goods which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
		3. The Contractor shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Works under this agreement unless:

### it is a Permitted Item; or

### the use is primarily related to the management of the Contractor ’s own facilities or internal operations as opposed to the provision of Works.

* + 1. In delivering the Works, the Contractor must comply with the Employer’s sustainability requirements, to be provided to the Contractor by the Employer.
	1. Living Wage
		1. The Contractor shall:

### pay all the Contractor’s Personnel, an hourly wage which is equal to or exceeds the Living Wage;

### ensure that all staff employed or engaged by its Sub-contractors (if any) pay their staff engaged in the delivery of the Works an hourly wage which is equal to or exceeds the Living Wage;

### where the Contractor’s Personnel are paid the Living Wage and not a salary higher than the Living Wage, the Contractor agrees to increase the amount which it pays the Contractor’s Personnel by the same amount as any increase to the Living Wage within twelve (12) months of the date on which any increase in the Wage is announced by the Living Wage Foundation or Greater London Employer as the case may be;

### provide the Employer such information concerning the Living Wage rate as the Employer or its nominees may reasonably require from time to time, such information to be provided as part of the contract management requirements to include evidence that the Contractor is complying with the provisions of this agreement.

### co-operate with the Employer and provide all reasonable assistance to the Employer in monitoring the effect of the Living Wage rate.

* + 1. Unless stated otherwise in this agreement, if the Living Wage increases during the term of this agreement, the Contractor shall not be entitled to adjust the Charges and the parties agree and acknowledge that any increases in the Living Wage anticipated during the term of this agreement have been factored into the Charges.
	1. Safeguarding children and vulnerable adults
		1. The Contractor shall:

### ensure that all individuals engaged in delivering the Works are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);

### monitor the level and validity of the checks under this clause 8.7.1 for each member of staff;

### not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out regulated activity or who may otherwise present a risk to children and vulnerable adults.

* + 1. The Contractor warrants that at all times for the purposes of the Contract it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
		2. The Contractor shall immediately notify the Employer of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 8.7 have been met.
		3. The Contractor shall refer information about any person involved in carrying out the Works to the DBS where it removes permission for such person to carry out the Works (or would have, if such person had not otherwise ceased to carry out the Works) because, in its opinion, such person has harmed or poses a risk of harm to the service users or children or vulnerable adults.
	1. Whistleblowing And Prevention Guidance
		1. The Contractor will adopt and promote the Employer’s Whistleblowing Policy notified to the Contractor from time to time.
		2. The Contractor will inform the Contractor’s Personnel that anyone of them who may have a concern about wrongdoing at work (i.e. activities that harm or may harm the Contractor’s Personnel, Service Users, clients of the Employer, colleagues working for the Employer or the Employer itself) after having exhausted the procedures under the Contractor’s Whistleblowing Policy without obtaining the desired outcome, should report such concerns to the named persons within the Employer’s Whistleblowing Policy. Wrongdoing covers issues such as criminal offence, a failure to comply with a legal obligation, a miscarriage of justice endangering the health or safety of an individual, damages to the environment or the deliberate concealment of information tending to show one of these matters.
		3. The Contractor will comply with the Public Interest Disclosure Act 1888 and shall have a policy in place to encourage workers to raise concerns about wrongdoing within the Contractor’s organisation and to protect them from victimisation or discrimination.
		4. The Contractor shall include in its policies and procedures and comply with the principles contained in:

### the Government Prevent Strategy; and

### the Prevent Guidance and Toolkit.

* + 1. The Contractor shall include in its policies and procedures a requirement for staff to complete appropriate training programmes in order to comply with the Government Prevent Strategy.
		2. The Contractor shall appoint and must maintain a Prevent Lead. The Contractor must ensure that at all times the Prevent Lead is appropriately authorised and resourced to procure the full and effective performance of the Contractor’s obligations under clause 8.8.4 and clause.
		3. The Contractor shall notify the Employer’s Authorised Representative in writing of any change to the identity of the Prevent Lead as soon as practicable, and in any event no later than ten (10) Working Days after the change.
	1. Anti-Slavery Policy
		1. In performing its obligations under this agreement, the Contractor shall:

### comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

### comply with the Employer’s Anti-Slavery Policy notified to it from time to time;

### make reasonable enquiries to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;

### have and maintain throughout the Term its own policies and procedures to ensure its compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 (as amended);

### implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this agreement;

### prepare and deliver to the Employer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking are not taking place in any of its supply chains or in any part of its business;

### report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Sub-Contractors to the Employer and Modern Slavery Helpline and relevant national or local law enforcement agencies;

### include in its contracts with its direct Sub-Contractors and Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this agreement;

### not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;

### not use, nor allow its subcontractors to use, forced, bonded or involuntary prison labour or child labour;

### not require any of the Contractor’s Personnel or the employees of any Sub-contractors to lodge deposits or identity papers with the Contractor employer and shall ensure that any such personnel are free to leave their employer after reasonable notice;

### not use, or allow any of the Contractor’s Personnel to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of any persons employed or engaged by them;

### provide the Employer with such information in relation to the Works and the Contract as the Employer may reasonably require and within a timescale the Employer may reasonably set.

* + 1. The Contractor warrants and represents that:

### it has not been convicted of any slavery or human trafficking offences anywhere in the world;

### to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere in the world;

* + 1. The Contractor shall indemnify the Employer against any losses incurred by, or awarded against, the Employer as a result of any breach of the Employer’s Anti-slavery Policy or the Modern Slavery Act 2015.
		2. The Employer may terminate this agreement with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of the Anti-Slavery Policy or the Modern Slavery Act 2015 which is not capable of remedy.
	1. Freedom Of Information
		1. The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

### provide all necessary assistance and cooperation as reasonably requested by the Employer to enable the Employer to comply with its obligations under the FOIA and EIRs;

### transfer to the Employer all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

### provide the Employer with a copy of all Information belonging to the Employer requested in the Request for Information which is in its possession or control in the form that the Employer requires within five (5) Working Days (or such other period as the Employer may reasonably specify) of the Employer’s request for such Information;

### not respond directly to a Request for Information unless authorised in writing to do so by the Employer.

* + 1. The Contractor acknowledges that the Employer may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Contractor. The Employer shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Employer shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
	1. Data Protection
		1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8.11.1 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.
		2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Data Controller and the Contractor is the Data Processor. Schedule 6 (Data Processing Instructions) sets 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.
		3. Without prejudice to the generality of clause 8.11.1, the Employer will use reasonable endeavours to ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this agreement.
		4. Without prejudice to the generality of clause 8.11.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this agreement:

### process that Personal Data only on the written instructions of the Employer (as set out in Schedule 6, unless the Contractor is required by Domestic Law otherwise process the Personal Data. Where the Contractor is relying on Domestic Law as the basis for processing Personal Data, the Contractor shall promptly notify the Employer of this before performing the processing required by Domestic Law unless Domestic Law prohibits the Contractor from so notifying the Employer

### ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Works, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

### ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data of Data Subjects in line with the Employer’s written instructions;

### consult with the Employer in relation to the notices to be given to Data Subjects regarding any Shared Personal Data including detail regarding the nature of such processing and on the termination of this agreement notifying Data Subjects that Personal Data relating to them may transferred to any Replacement Contractor as the case may be;

### not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

### ensure all Permitted Recipients are subject to written contractual obligations concerning the Personal Data that is to be shared (including obligations of confidentiality) which are no less onerous than this agreement;

### notify the Employer if it considers that any of the Employer’s instructions infringe Data Protection Legislation;

### ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

### not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

1. the Employer or the Contractor has provided appropriate safeguards in relation to the transfer;
2. the Data Subject has enforceable rights and effective remedies;
3. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
4. the Contractor complies with the reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

### notify the Employer immediately if it receives:

1. a request from a Data Subject to have access to that person’s Personal Data;
2. a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

### not respond to the Data Subject access request without first consulting with the Employer;

### assist the Employer in responding to any request from a Data Subject and in ensuring compliance with the Employer’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner, supervisory authorities or regulators;

### notify the Employer immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

### at the written direction of the Employer, delete or return Personal Data and copies thereof to the Employer on termination or expiry of this agreement unless required by the Domestic Law to store the Personal Data;

### maintain complete and accurate records and information to demonstrate its compliance with this clause 8.11

### indemnify, keep indemnified and defend the Employer at the Contractor ’s expense against all loss, claims, damage, costs or expenses suffered or incurred by the Employer due to any failure by the Contractor or the Contractor Personnel, Sub- Contractors, or agents to comply with the Contractor’s obligations under this agreement and/or the Data Protection Legislation.

* + 1. Each party shall provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties’ compliance with the Data Protection Legislation.
		2. Subject to clause 8.11.7, where the Contractor intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

### notify the Employer in writing of the intended processing by the Sub-Contractor;

### obtain prior written consent to the processing from the Employer; and

### ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this agreement including clause 8.11 and Schedule 6 .

* + 1. The Contractor shall remain fully liable for any processing carried out by the Sub-Contractor.
		2. The Employer may, at any time on not less than 30 (thirty) days’ notice, revise this clause 8.11 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
		3. The provisions of this clause 8.11 shall apply during the continuance of this agreement and indefinitely after its expiry or termination.
	1. Data Security
		1. The Contractor shall receive, process and manage data provided by the Employer solely for the purpose of performing the Works as required by the Agreement.
		2. The Contractor shall comply with the Employer’s security regulations notified to the Contractor from time to time, including any made for the purpose of the Data Protection Legislation. In particular, but without prejudice to the generality of the foregoing, the Contractor shall instruct the Contractor’s Personnel and all its visitors not to read any documents however produced or the information displayed on any screen, or listen to the contents of any tape or electronically produced recording relating to the Works unless necessary in connection with the provision of the Works.
		3. The Contractor shall implement and maintain appropriate technical and organisational measures to ensure the security and confidentiality of data, in compliance with industry standards and applicable Data Protection Legislation.
		4. The Employer retains full ownership of all data provided to the Contractor, and the Contractor acknowledges that it has no rights to use, sell, or transfer the data for any purpose other than as specified in this Agreement.
		5. The Contractor will be required to abide by the current data security policies of the Employer (regarding control of access, update and back up data) supplied to the Contractor from time to time.
		6. The Contractor will not provide the Employer’s data or information to another party or destroy or delete data unless otherwise instructed by the Employer’s Authorised Representative in writing.
		7. The Contractor shall maintain an audit log and a clear procedure for access control for all employees accessing information which relates to Personal Information of the Employer’s employees, rate-payers or service users. The log shall include the purpose, dates and time of accessing information and shall be made available to the Employer for inspection upon request.
		8. Where any of the Contractor’s Personnel have been removed from the list of those having access to Personal Data, when their need to access the information no longer exists, the Contractor shall record this in a log which it shall make available to the Employer upon request.
		9. The Contractor shall notify the Employer in writing in the event of any unauthorised access, disclosure or loss of data.
		10. The Employer retains the right to access and retrieve its data at any time during the term of this agreement. The Contractor shall provide reasonable assistance to facilitate such access and retrieval.
		11. The Contractor shall retain data only for the duration necessary to fulfil the purpose for which it was collected, unless a different retention period is agreed upon in writing by both parties.
		12. Upon termination of this agreement, the Contractor shall, at the discretion of the Employer, either return or securely dispose of all data in its possession in a manner that ensures the data cannot be reconstructed or accessed.
	2. Confidentiality
		1. Subject to clause 8.13.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
		2. Clause 8.13 shall not apply to any disclosure of Confidential Information:

### to the extent such Confidential Information is required to be disclosed by any applicable Law (including under the FOIA or EIRs), by any governmental or other regulatory Employer or by a court or other Employer of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible;

### that is reasonably required by persons engaged by a party in the performance of such party’s obligations under this agreement;

### where a party can demonstrate that such Confidential Information is already generally available and in the public domain otherwise than as a result of a breach of clause 8.13.1;

1. by the Employer of any document to which it is a party and which the parties to this agreement have agreed contains no Commercially Sensitive Information;
2. to enable a determination to be made under Adjudication or for the purpose of litigation;
3. the parties agree in writing is not confidential or may be disclosed; and
4. was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party’s knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
	* 1. Each party shall keep the other party’s Confidential Information secret and confidential and shall not:

### use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or

### disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 8.13.

### A party may disclose the other party’s Confidential information to those of its Personnel who need to know such Confidential Information for the Permitted Purpose, provided that:

### it informs such Personnel of the confidential nature of the Confidential Information before disclosure; and

### it procures that its Personnel, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any representatives to comply with the obligations set out in this clause 8.13.1*.*

* + 1. On or before the Termination Date the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Employer’s employees, rate-payers or service users, are delivered up to the Employer in a secure, agreed format or securely destroyed upon request by the Employer. The Contractor shall provide the Employer with disposal logs (or certificates) within five (5) Working Days of the Employer instructing the Contractor to destroy the data.
		2. The provisions of this clause 8.13 shall survive indefinitely following the termination or expiry of this agreement.
	1. Force Majeure
		1. Subject to the remaining provisions of this clause 8.14, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.
		2. In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

### give notice in writing of such delay or prevention to the other party as soon as reasonably possible, but not later than fourteen (14) Days, stating the Works commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

### use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

### resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

* + 1. A party cannot claim relief if the Force Majeure Event is attributable to that party’s wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
		2. The Contractor cannot claim relief if the Force Majeure Event is one where a reasonable Contractor should have foreseen and provided for the cause in question.
		3. As soon as practicable following the affected party’s notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Contractor is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
		4. The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
		5. The Employer may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Contractor if a Force Majeure Event occurs that affects all or a substantial part of the Works and which continues for more than thirty (30) Days.

#### **Schedule 1 Arbitration**

Delete the text in Schedule 1 and Insert “Not Used”

**Schedule 2 – Supplemental Provisions**

**Amend Supplementary Provision**

**The Public Contracts Regulations 2015**

**Amend supplementary clause as follows**

to the end of the heading add “**and the Procurement Act 2023**”

in clause 5 after “PC Regulations” insert “or the Procurement Act 2023”

after PC Regulations in 5.1 add “and section 73 of the Procurement Act 2023” and after “(ii)” add

in clause 5.2.1 after PC “Regulations” insert “or 73(1) of the Procurement Act 2023”

5.3.1 after “regulation 57” insert “or section 57 of the Procurement Act 2023”

5.3.2 after each occurrence of “regulation 79” add “or a ground for termination applies under section 78 of the Procurement Act 2023”

#### Appendices

Add Appendix 1 (Performance Bond):

"If required by the Employer, the Contractor shall provide a performance bond in the form set out in this Appendix."

Add Appendix 2 Parent Company Guarantee:

"If required by the Employer, the Contractor shall provide a parent company guarantee in the form set out in this Appendix."

**Add Appendix 3 Collateral Warranties**

* JCT form of Contractor Collateral Warranty for a Funder, 2024 Edition
* JCT form of Contractor Collateral Warranty for a Purchaser or Tenant, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for a Funder, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for a Purchaser or Tenant, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for the Employer, 2024 Edition
* JCT form of Contractor Collateral Warranty for a Funder, 2024 Edition
* JCT form of Contractor Collateral Warranty for a Purchaser or Tenant, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for a Funder, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for a Purchaser or Tenant, 2024 Edition
* JCT form of Sub-Contractor Collateral Warranty for the Employer, 2024 Edition

Add Appendix 4

BIM Protocol):

"If the Parties have adopted the UK BIM Framework protocol, a completed version of that protocol shall be appended here."

Add Appendix 5

Authority’s Policies:

"The Contractor shall comply with the Employer’s Policies, as set out in this Appendix, as published on the Employer’s Website and as contained in the Employer’s Invitation to Tender.

1. All policies listed in the Employer’s Invitation to Tender
2. Data Protection Policy.
3. Disciplinary and Grievance Procedures.
4. Dealing with Violence and Aggression Policy.
5. Confidentiality Policy.
6. Quality Assurance Policy.
7. Equal opportunities Policy.
8. Health & Safety Policy.
9. Recruitment & Selection and other HR Policies.
10. Dealing with accidents / incidents and Emergencies.
11. Whistle Blowing.
12. Receipt of Gifts.
13. Management and identification of risks Policy. "

**Schedule 4 - Employer’s Invitation Documents**

**Schedule 5 - the Contractor’s Submission**

**Schedule 6 - Data Processing Instructions**

1. The Contractor shall comply with any further written instructions with respect of processing received from the Employer. Any such further instructions shall be incorporated into this Schedule and will form part of this agreement.
2. **Processing by the Contractor**
	1. **Scope**

The scope for processing in relation to this Agreement is in relation to the performance of a Works Contractor appointed by a Local Authority, contracting authority or public sector Employer

* 1. **Nature**

Any operation such including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) that will carried out by the Contractor as Data Processor.

* 1. **Purpose of processing**

The purpose include: employment processing, statutory obligation, recruitment assessment, supply chain management, performance of Works at the specified location.

* 1. **Duration of processing**

For the duration of the performance of the Works from possession of the site until the end of the defects Rectification Period.

* 1. **Types of Personal Data**

Any information relating an identified or identifiable natural person, including ID number, location data, on-line identifier, name, address, date of birth, email address, NI number, telephone number, pay, enrolment.

* 1. **Categories of Data Subject**

Staff (including volunteers, agents, and temporary workers), customers/ clients, Contractors including sub-contractors, patients, students / pupils, members of the public, service users, Service Users.

* 1. **Data Retention**

From the end of the Rectification Period plus twelve years in the event that the document is executed as a deed and six if executed under hand.