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

MW 2024
Minor Works Building Contract 2024

2024
MINOR WORKS BUILDING CONTRACT

Amended from published version.
Comparison must be provided.

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Minor Works Building Contract (MW)

Appropriate:

- where the work involved is simple in character;
- where the work is designed by or on behalf of the Employer;
- where the Employer is to provide drawings and/or a specification and/or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator is to administer the conditions.

Can be used:

- by both private and local authority employers.

Not suitable:

- where bills of quantities are required;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed including (but not limited to) detailed provisions governing extensions of time and loss and expense;
- where the Contractor is to design discrete part(s) of the works, even though all the other criteria are met – consider using the Minor Works Building Contract with contractor's design (MWD).

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Agreement

This Agreement

is made the 02 July 20 25

Between

The Employer

New Forest District Council

of Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA

And

The Contractor

S&K Scaffolding

Place of incorporation: England and Wales

(Company No. 4038978)[1]

whose registered office is at 3000a Parkway, Whiteley, Hampshire, United Kingdom, PO15 7FX

(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 insterted immediately before its Company number.

[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.

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Recitals

Whereas

First

the Employer wishes to have the following work carried out[2]:

Supply and installation of scaffolding

at

various domestic dwellings across the New Forest District Council ('the Works')
as and when 'called-off' by the Employer under the process described in clause 4.1 of the Governing Framework Agreement to which is underlaying Contract is related. ('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:

Appendix B - Outcome Specification which is set out in Annex 5 of the governing Framework Agreement

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents')[3] are annexed to this Agreement[4];

Third

the Contractor has supplied the Employer with a copy of the priced Contract Specification[5]; Refer to Appendix C3 - Pricing Response Form from the Tender Responses which is set out in Annex 3 of the governing Framework Agreement.

Fourth

for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Fifth

for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

[2] State nature and location of intended works.

[3] It is envisaged that in those cases where there is an applicable BIM or other communications protocol this will be included within one of the Contract Documents identified in the Second Recital.

[4] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

[5] Delete as appropriate.

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Sixth

where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;

Seventh

whether any of Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars;

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Articles

Now it is hereby agreed as follows

Article 1 Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

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 is the sum agreed between the parties in the Enquiry and Order Form activity, all as per the agreed Pricing Documents within Annex 3 of the Governing Framework Agreeement, plus any variations instructed by the Contract Administrator via the Plot Practical Completion Certificates, (£n/a) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

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 Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator[6] is

Russell Palmer

of

Housing Maintenance, New Forest District Council, Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA

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

[6] Unless the person appointed by or under Article 4 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint itself to the role without the Contractor's prior agreement.

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(6) Unless the person appointed by or under Article 4 is entitled to use the tile 'Architect' under the Architects Act 1999, the term 'Architect' shall so long as that peron holds that post be demmed deleted throughout this contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint itself to the role without the Contractor's prior agreement.

the Principal Contractor is the Contractor 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 such replacement as the Employer at any time appoints to fulfil that role;

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

Article 7 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.3.[7]

Article 8 Arbitration

Where Article 8 applies[8], 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 Schedule 1 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR)[9]. 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[8]

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.

(7) As to adjudication in cases where Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction ad Regeneration Act 1996, see the Guidance Notes.

(8) If it is intended, subject ot the right of adjuctication and expections stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 8 and Schedule 1 apply and the words 'do not apply' **must** be deleted. If the Parties wish any disputes or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.8).

---

[7] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

[8] 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 the arbitration provisions of Article 8 and Schedule 1 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 1.8).

[9] See the Guidance Notes.

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(9) See the Guidance Notes.

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Contract Particulars

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

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

Base Date

The last working day prior to the date of the commencement of works

Fourth Recital and clause 4.2

Construction Industry Scheme (CIS)

Employer at the Base Date
* is not a 'contractor'
for the purposes of the CIS

Fifth Recital

CDM Regulations[10]

the project
* is notifiable

Sixth Recital

Framework Agreement (if applicable)
(State date, title and parties.)

JCT Framework Agreement 2024, the provision of the Design, Supply, Erection and Hire of Independent Scaffolding between NFDC and S&K commencing 1st July 2025

Seventh Recital and Schedule 2

Supplemental Provisions[11]
(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

[10] Under the CDM Regulations a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

[11] 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.

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(10) Under the CDM Regulations a project is notifiable, if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simltaneously at any point in the project or to exceed 500 person days. **(11)** Supplmental Provision 4 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whcih the Freedom of Information Act 2000 applies; Supplmental 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.

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.)[12]

Article 8 and Schedule 1 *(Arbitration)*
* 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

New Forest District Council, Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA

Contractor

3000a Parkway, Whiteley, Hampshire, PO15 7FX

The respective email addresses for the Parties are

Employer's email

Charlotte.Christmas@NFDC.GOV.UK

Contractor's email

info@sandkscaffolding.co.uk

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

1st July 2025

Date for Completion

Date of 30th June 2027 (extendable by a further 2 years (in 1 year+1 year increments). Or the termination Date, whichever is earlier.
or such later date for completion as is fixed under clause 2.7

2.8

Liquidated damages

at the rate of

---

[12] 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 Guidance Notes. See also footnote [8].

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£0 per property per day per year 12[13]

2.10

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

see note under 2.10 **12** months[14]
from the date of practical completion

(12) On factors to be taken into account by Parties in considering where disputes are to be determined by arbiraration or by legal proceedings, see the Guidance Notes. See also footnote (8). **(13)** Insert 'day', 'week' or other period.

4.3

Interim payments – Interim Valuation Dates[15]
(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 2.2) and thereafter at monthly intervals.)

The first Interim Valuation Date is

After ' and thereafter at intervals of' **The same date in each month or the nearest business day in each month**

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.)

100% per cent[14]

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.)

100% per cent Framework years 1 to 3 inclusive. Note - the Employer reserves the right to invoke a retention of 2.5% in the final (4th) year of the framework term to ensure the Provider is incentivsied to recifty any outstanding issues beofre the end of the framework agreement term.[14]

4.4 and 4.9.

Fluctuations provision[16]
(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.)

* no fluctuations provision applies

[13] Insert 'day', 'week' or other period.

[14] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.4.

[15] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.

[16] Unless the fluctuations provision is to be the JCT Fluctuations Option, delete all but one of the asterisked choices. The printed text of the JCT Fluctuations Option is no longer included in JCT contract documents but continues to be available on the JCT website www.jctltd.co.uk. If an alternative fluctuation is to be used, the document(s) in which it is contained should be identified here.

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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.)

20 working days from the date the purchase order was issued [14]
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

£10,000,000
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[17]

* 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.) 15 per cent

5.6

Insurance arrangements – details of the required policy or policies

are set out in the following document(s)

Valid insurance certificate for S&K

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

Employer's email

Russell.palmer@NFDC.GOV.UK

Contractor's email: sandkscaffolding.co.uk

7.1

Notification and negotiation of disputes

[17] As to choice of applicable insurance provisions, see the Guidance Notes.
Where there are existing structures, it is vital that any prospective Employer – in particular any Employer which is a tenant or a domestic homeowner – which is not familiar with clause 5.5 and the possible solutions under clause 5.6, or an appropriate member of the Employer's professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer which is a tenant should also consult its insuring landlord prior to that stage.

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The respective nominees of the Parties are

Employer's nominee

Richard Knott

Contractor's nominee

Craig Sweeney - Director

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

7.3

Adjudication[18]

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

(17) As to choice of applicable insurance provisions - see the Guidance Notes, where there are exisiting structures, it is vital that any prospective Employer- in particular any Employer which is a tenant or a domestic homeowne - which is not familiar with clause 5.5 andthe possible solutions under clause 5.6 or an appropriate member of the Employer's professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer which is a teantn should also consult its insuring landlord prior to that stage.
(18) 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.

(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

Schedule 1 (paragraph 2.1)

Arbitration[19]: 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:
* The Royal Institution of Chartered Surveyors

(19) This only applies where the Contract Particulers state (against the reference to Article 8 and Schedule 1 (Arbirt

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[18] 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.

[19] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and Schedule 1 *(Arbitration)* apply.

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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 the main factor relevant to that choice, see the Guidance Notes.

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."[20] 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.

[20] 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.

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Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of the Employer

Russell Palmer

in the presence of:

S.Tuffin

S.Tuffin (Jul 2, 2025 07:35 GMT+1)

witness' signature

S.Tuffin

witness's name

witness's address

Signed by or on behalf of the Contractor

in the presence of:

C R Tarvin

C R Tarvin (Jun 27, 2025 14:27 GMT+1)

witness' signature

C R Tarvin

witness's name

witness's address

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Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

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

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

All Risks Insurance[21]: insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works 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 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[22];

(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.

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

Base Date: the date stated as such date in the **Contract Particulars** (against the **Fourth Recital** and the JCT Fluctuations Option).

[21] The definition of All Risks Insurance defines the risks for which insurance is required. Policies issued by insurers are not standardised and the way in which insurance for those risks is expressed varies.

[22] In any policy for All Risks Insurance taken out under clause 5.4 or 5.5.2, 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 those insurance clauses or of that definition. Wider All Risks cover than that specified may be available, though it is not standard.

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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.

Conditions: the clauses set out in sections 1 to 7, together with and including the Schedules hereto.

Construction Industry Scheme (or 'CIS'): see the **Fourth Recital**.

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

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

Contractor's Persons: the Contractor's employees and agents, all other 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 therewith, excluding the Architect/Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

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

Excepted Risks: 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, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

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.

Interim Valuation Date: each date as specified by the **Contract Particulars** (against the reference to **clause 4.3**).

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.

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

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 other contractor named in **Article 5** or **Article 6** or any successor appointed by the Employer.

Principal Designer: the Architect/Contract Administrator or other person named in **Article 5** or **Article 6** or any successor appointed by the Employer.

Provisional Sum: includes a sum provided for work that the Employer may or may not decide to have carried out, or which cannot be accurately specified in the Contract Documents.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.[23]

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

Rectification Period: the period stated as such period in the **Contract Particulars** (against the reference to **clause 2.10**).

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

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to the Works

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

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which are intended for incorporation therein.

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.

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

Termination Payment: a payment to which **clauses 6.7.5**, **6.11.4** and **6.12** refer.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the Works and Site Materials to be effected and maintained under whichever of clauses 5.4, 5.5 and 5.6 applies.

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 the Contract Drawings, the Contract Specification or the Work Schedules, nor anything in any Framework Agreement, 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; and

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.

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 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 against clause 1.6.2, or to such other address as the recipient may from time to time notify to the sender, or if no such address is then

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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 against clause 1.6.2, or to such other email address as the recipient may from time to time notify to the sender.

1.7 Consents and approvals

1.7.1 Where consent or approval of either Party or the Architect/Contract Administrator is expressly required under these Conditions and is requested, then, except as provided in clause 1.7.2, such consent or approval shall not be unreasonably delayed or withheld.

1.7.2 In the following cases the giving of consent or approval shall be at the sole discretion of the Party from which it is sought and clause 1.7.1 shall not apply, namely the Employer's consent under clause 2.10 and either Party's consent under clause 3.1.

1.8 Applicable law

This Contract shall be governed by and construed in accordance with the law of England.[24]

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

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Section 2 Carrying out the Works

2.1 Contractor's obligations

2.1.1 The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with 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 the Works which, if instructed as a variation under clause 3.6.1, may result in an improvement in environmental performance and sustainability in the carrying out of the Works or of the completed Works and a reduction in environmental impact, provided that no such instruction shall impose on the Contractor obligations in relation to design under this Contract.

2.1.3 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.

2.1.4 Insofar as the quality of materials or standards of workmanship are stated to be a matter for the Architect/Contract Administrator's approval, such quality and standards shall be to the Architect/Contract Administrator's reasonable satisfaction.

2.1.5 The Contractor 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.

2.2 Commencement and completion

The Works may be commenced on and shall be completed by the respective dates stated in the Contract Particulars.

2.3 Architect/Contract Administrator's duties

The Architect/Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works and all certificates required by these Conditions.

2.4 Correction of inconsistencies

Any inconsistency in or between the Contract Drawings, the Contract Specification and the Work Schedules shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.6.1.

2.5 Divergences from Statutory Requirements

2.5.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and the Contract Documents or between the Statutory Requirements and any instruction from the Architect/Contract Administrator, it shall immediately notify the latter, specifying the divergence.

2.5.2 Provided the Contractor is not in breach of clause 2.5.1, the Contractor shall not be liable under this Contract if the Works do 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 Contract Documents or the Architect/Contract Administrator's instructions.

2.6 Fees or charges legally demandable

The Contractor shall pay any fees or charges (including any rates or taxes) legally demandable under any of the Statutory Requirements. Such fees and charges shall not be reimbursable to the Contractor by the Employer unless otherwise agreed.

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2.7 Extension of time

If it becomes apparent that the Works will not be completed by the Date for Completion as stated in the Contract Particulars or as later fixed under this clause 2.7, the Contractor shall thereupon notify the Architect/Contract Administrator. Where that delay occurs for reasons beyond the control of the Contractor, including compliance with Architect/Contract Administrator's instructions that are not occasioned by a default of the Contractor, the Architect/Contract Administrator shall give such extension of time for completion as may be reasonable and notify the Parties accordingly. Reasons within the control of the Contractor include any default of the Contractor, of any Contractor's Person or of any of their respective suppliers of goods or materials for the Works.

2.8 Damages for non-completion

2.8.1 If the Works are not completed by the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.7, the Employer may require the Contractor to pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between such Date for Completion and the date of practical completion.

2.8.2 Subject to clause 2.8.3, the Employer may deduct the liquidated damages from any sum due to the Contractor under this Contract (provided a notice of that deduction has been given under clause 4.6.4 or (if applicable) 6.12.3 or 6.12.5) or recover those damages from the Contractor as a debt.

2.8.3 If the Employer intends to deduct any such damages from any sum due to the Contractor under this Contract or thereafter recover such damages as a debt, it shall additionally notify the Contractor of that intention not later than the due date for the final payment under clause 4.9.1 or (if applicable) the Termination Payment under clause 6.7.4 or 6.11.3.

2.8.4 If the Contractor's employment is terminated under this Contract:

2.8.4.1 where the date of termination occurs prior to the date of practical completion, the provisions of clauses 2.8.1 to 2.8.3 shall apply in respect of the period between the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.7 and the date of termination, and the reference to the date of practical completion in clause 2.8.1 shall be deemed to be a reference to the date of termination;

2.8.4.2 in respect of the period after the date of termination, subject to clause 2.8.4.1, the Employer shall not be empowered to require the payment of or to deduct liquidated damages under clause 2.8 but the provisions of this clause 2.8.4.2 shall be without prejudice to and not in substitution of any other rights and remedies of the Employer.

2.9 Practical completion

The Architect/Contract Administrator shall certify the date when in its opinion the Works have reached practical completion and the Contractor has complied sufficiently with clause 3.9 in respect of the supply of documents and information.

2.10 Defects

If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods or workmanship not in accordance with this Contract the Architect/Contract Administrator shall not later than 14 days after the expiry of the Rectification Period notify the Contractor and the Contractor shall make good such defects, shrinkages or other faults entirely at its own cost unless the Architect/Contract Administrator with the Employer's consent instructs otherwise. If the Architect/Contract Administrator instructs otherwise, an appropriate deduction may be made from the Contract Sum.

2.11 Certificate of making good

The Architect/Contract Administrator shall, when in its opinion the Contractor's obligations under clause 2.10 have been discharged, forthwith issue a certificate specifying the date they were discharged.

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Section 3 Control of the Works

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 Person-in-charge

The Contractor shall ensure that at all reasonable times it has on the site a competent person in charge. Any instructions given to that person by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.

3.3 Sub-contracting

3.3.1 The Contractor shall not without the Architect/Contract Administrator's consent sub-contract the whole or any part of the Works. In no case shall any such consent or any sub-contracting in any way affect the Contractor's obligations under any other provision of this Contract.

3.3.2 Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Short Form of Sub-Contract. It shall be a condition of any sub-contract that:

3.3.2.1 the sub-contractor's employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor's employment under this Contract;

3.3.2.2 (without limiting either party's statutory and/or regulatory duties) each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations[25];

3.3.2.3 if by a final date for payment under the sub-contract the Contractor fails to pay the sub-contractor any amount that should properly have been paid, the Contractor shall, in addition to that amount, pay simple interest on it at the Interest Rate for the period from the final date for payment until such payment is made, such payment of interest to be on and subject to terms equivalent to those of clause 4.7 of these Conditions.

3.4 Architect/Contract Administrator's instructions

The Architect/Contract Administrator may issue instructions and the Contractor shall forthwith comply with them. If instructions are given orally, they shall not have effect until the Architect/Contract Administrator confirms them in writing.

3.5 Non-compliance with instructions

If within 7 days after receipt of a notice from the Architect/Contract Administrator requiring compliance with an instruction the Contractor does not comply, the Employer may employ and pay other persons to execute work of any kind that 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 an appropriate deduction may be made from the Contract Sum.

3.6 Variations

3.6.1 The Architect/Contract Administrator may without invalidating this Contract issue instructions requiring an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out (a 'variation').

3.6.2 The Architect/Contract Administrator and the Contractor shall endeavour to agree a price prior to the Contractor carrying out the instruction.

[25] See footnote [26] to clause 3.9 below.

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3.6.3 Failing agreement under clause 3.6.2, any instructions for a variation and any matters that are to be treated as a variation shall be valued by the Architect/Contract Administrator on a fair and reasonable basis using any relevant prices in the priced Contract Specification/Work Schedules/Schedule of Rates, and the valuation shall include any direct loss and/or expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with the instruction.

3.7 Provisional Sums

The Architect/Contract Administrator shall issue instructions in regard to the expenditure of any Provisional Sums included in the Contract Documents; failing agreement on price, such instructions shall be valued on the basis set out in clause 3.6.3.

3.8 Exclusion from the Works

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

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 the Works and site it will duly comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations[26], and in particular but without limitation:

3.9.1 the Employer shall 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:[27]

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 a replacement for any Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

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[26] 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 Guidance Notes.

[27] 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.

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Section 4 Payment

4.1 VAT

The Contract Sum is 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)

If the Employer is or at any time up to the payment of the final certificate becomes a 'contractor' for the purposes of the CIS[28], its obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Interim payments – dates and certificates

4.3.1 During the period up to the due date for the final payment fixed under clause 4.9.1, the due dates for interim payments to the Contractor shall in each case be the date 7 days after the relevant Interim Valuation Date.

4.3.2 The Architect/Contract Administrator shall not later than 5 days after each due date issue an interim certificate, stating the sum that it considers to be or have been due to the Contractor at the due date, calculated in accordance with clause 4.4, and the basis on which that sum has been calculated, including the amount of each adjustment.

4.3.3 Subject to clause 4.6.3, the final date for payment of each interim payment shall be 14 days from its due date.

4.4 Interim payments – calculation of sums due

The amount of each interim payment to be certified under clause 4.3.2 shall be the applicable percentage, as stated in the Contract Particulars, of the total value of:

4.4.1 work properly executed, adjusted where relevant for any amounts ascertained or agreed under clause 3.6, 3.7 or 4.8; and

4.4.2 materials and goods reasonably and properly brought on to the site for the purpose of the Works that are adequately protected against weather and other casualties

in both cases calculated as at the Interim Valuation Date and adjusted for any fluctuations provision that is stated by the Contract Particulars to apply, less the total of sums stated as due to the Contractor in previous interim certificates, any sums paid in respect of any payment notice given by the Contractor after the issue of the latest interim certificate and, if applicable, any deduction under clause 2.10 or 3.5.

4.5 Contractor's applications and payment notices

4.5.1 In relation to any interim payment the Contractor may not later than its Interim Valuation Date or, in the case of the final payment, may at any time prior to issue of the final certificate make an application to the Architect/Contract Administrator, stating the sum that the Contractor considers to be due to it at the relevant due date, as fixed in accordance with clause 4.3 or 4.9, and the basis on which that sum has been calculated.

4.5.2 If a certificate is not issued in accordance with clause 4.3 or 4.9, then:

4.5.2.1 where the Contractor has made an application for that payment in accordance with clause 4.5.1, that application is for the purposes of these Conditions a payment notice; or

4.5.2.2 where the Contractor has not made such an application, it may at any time after the 5 day period referred to in clause 4.3.2 or 4.9.2 give a payment notice to the Architect/Contract Administrator, stating the sum that the Contractor considers to

[28] See the Contract Particulars (Fourth Recital and clause 4.2).

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have become due to it under clause 4.4 or 4.9 at the relevant due date and the basis on which that sum has been calculated.

4.6 Payments – amount and notices

4.6.1 Subject to any notice given by the paying Party under clause 4.6.4, the paying Party shall pay the sum stated as due in the relevant certificate on or before the final date for payment under clause 4.3 or 4.9.

4.6.2 If that certificate is not issued in accordance with clause 4.3 or 4.9 but a Contractor's payment notice has been or is then given, the Employer shall, subject to any notice subsequently given by it under clause 4.6.4, pay the Contractor the sum stated as due in the Contractor's payment notice.

4.6.3 Where the Contractor gives a payment notice under clause 4.5.2.2, 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 as the number of days after expiry of the 5 day period referred to in clause 4.5.2.2 that the Contractor's payment notice is given.

4.6.4 Where:

4.6.4.1 the Employer intends to pay less than the sum stated as due from it in a certificate or, where applicable, the Contractor's payment notice; or

4.6.4.2 if the final certificate shows a balance due to the Employer, the Contractor intends to pay less than the sum stated as due,

the Party by which the payment is stated to be payable shall not later than 5 days before the final date for payment give the other Party notice of that intention (a 'pay less notice'), stating the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated. Where a pay less notice is given, 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.

4.6.5 A pay less notice to be given by the Employer under clause 4.6.4 may be given on its behalf by the Architect/Contract Administrator or by any other person which the Employer notifies the Contractor as being authorised to do so.

4.6.6 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 Failure to pay amount due

4.7.1 If either Party fails to pay a sum, or any part of it, due to the other Party under these Conditions by the final date for payment, it 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.

4.7.2 Any such unpaid amount and any interest under clause 4.7.1 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 recipient's right to proper payment of the principal amount due or of the Contractor's rights to suspend performance under clause 4.8 or terminate its employment under section 6.

4.8 Contractor's right of suspension

4.8.1 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 Architect/Contract Administrator, of its intention to suspend 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.

4.8.2 Where the Contractor exercises its right of suspension under clause 4.8.1, 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.

4.8.3 Applications in respect of any such costs and expenses shall be made to the

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Architect/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 interim certificate.

4.9 Final certificate and final payment

4.9.1 Following practical completion the Contractor shall within the period stated in the Contract Particulars supply to the Architect/Contract Administrator all documentation reasonably required for computation of the final payment. The due date for the final payment shall be 28 days after either the date of receipt of the documentation or, if later, the date specified in the certificate under clause 2.11.

4.9.2 Not later than 5 days after that due date the Architect/Contract Administrator shall issue a final certificate which shall state:

4.9.2.1 the Contract Sum, as adjusted for the amounts referred to in clause 4.4.1, any fluctuations provision that applies and any deductions made under clause 2.10 or 3.5;

4.9.2.2 the sum of amounts stated as due in interim certificates plus any amount paid in respect of any Contractor's payment notice in accordance with clause 4.6 that is not reflected in a subsequent certificate,

and (without affecting the rights of the Contractor in respect of any interim payment not paid in full by the Employer by its final date for payment) the final payment shall be the difference (if any) between the two sums, which shall be shown in the certificate as a balance due to the Contractor from the Employer or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

4.9.3 Subject to clause 4.6.3, the final date for payment of the final payment shall be 14 days from its due date.

4.10 Fixed price and fluctuations provisions

Subject to clauses 3.6, 3.7 and 4.8 and any fluctuations provision that is stated by the Contract Particulars (for clauses 4.4 and 4.9) to apply, no account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

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Section 5 Injury, Damage and Insurance

5.1 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 death of any person arising out of or in the course of or caused by the carrying out of the Works, 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.

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

Subject to clauses 5.2.1 to 5.2.3, 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 (other than loss, injury or damage to the Works and/or Site Materials) 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 the Works 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. In respect of existing structures and their contents:

5.2.1 where clause 5.5 applies, the Contractor's liability and indemnity under this clause 5.2 also excludes any loss or damage to those existing structures or to any of their contents that are required to be insured under clause 5.5.1 that is caused by any of the risks or perils required or agreed to be insured against under clause 5.5;

5.2.2 the exclusion in clause 5.2.1 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;

5.2.3 where clause 5.6 applies, the Contractor's liability and indemnity under this clause 5.2 shall, in respect of loss, injury or damage to those existing structures and their contents due to the causes specified in clause 5.2, be subject to any limitations and exclusions specified in the insurance arrangements under clause 5.6 identified in the Contract Particulars.

5.3 Contractor's insurance of its liability

Without limiting or affecting its indemnities to the Employer under clauses 5.1 and 5.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

5.3.1 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

5.3.2 for all other claims to which clause 5.3 applies[29], 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 for clause 5.3.

5.4 Joint Names Insurance of the Works by Contractor[30][31]

If the Contract Particulars state that clause 5.4 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to

[29] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 5.3 may not be co-extensive with the indemnity given to the Employer in clauses 5.1 and 5.2: 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.

[30] Where the Contractor has in force an All Risks Policy which insures the Works, this Policy may be used to provide the insurance required by clause 5.4 provided the Policy recognises the Employer as a composite insured in respect of the Works.

[31] As to choice of applicable insurance provisions, see the Guidance Notes.

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cover professional fees) and shall maintain such Joint Names Policy up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

5.5 Joint Names Insurance of the Works and existing structures by Employer[31]

If the Contract Particulars state that clause 5.5 applies, the Employer shall effect and maintain:

5.5.1 a Joint Names Policy in respect of the existing structures 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;

5.5.2 a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees)

and shall maintain such Joint Names Policies up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

5.6 Insurance of the Works and existing structures by other means[31]

If the Contract Particulars state that clause 5.6 applies, the insurance arrangements identified by those particulars shall apply and each Party shall effect and maintain the policy or policies for which it is stated to be responsible or shall ensure that such policy or policies are effected and maintained, in each case in and on the specified terms.

5.7 Evidence of insurance

Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 5.3, 5.4, 5.5 and 5.6, or is responsible for ensuring that it is effected and maintained, that Party shall within 7 days of a 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.

5.8 Loss or damage – insurance claims and reinstatement

5.8.1 If during the carrying out of the Works any loss or damage affecting any executed work or Site Materials 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 notify the Architect/Contract Administrator and the Employer.

5.8.2 Subject to clauses 5.8.5.1 and 5.8.6, the occurrence of such loss or damage to executed work or Site Materials shall be disregarded in calculating any amounts payable to the Contractor under this Contract.

5.8.3 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.

5.8.4 Where loss or damage affecting executed work or Site Materials is occasioned by any risk covered by the Works Insurance Policy, the Contractor, after any inspection required by the insurers under that policy, shall and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.

5.8.5 Where clause 5.4 applies or where clause 5.6 applies and the Contractor is responsible for effecting the Works Insurance Policy:

5.8.5.1 the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Architect/Contract Administrator at the same dates as those for interim certificates under clause 4.3 but without deduction of retention and less only the amounts referred to in clause 5.8.5.2;

5.8.5.2 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;

5.8.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any

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payment other than amounts received under the Works Insurance Policy and for the purposes of clause 2.7, but not otherwise under these Conditions, such work shall be treated as a variation under clause 3.6.

5.8.6 Where clause 5.5 applies, where clause 5.6 applies and the Employer is responsible for effecting the Works Insurance Policy or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a variation under clause 3.6.

5.9 Loss or damage to existing structures – right of termination

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, terminate the Contractor's employment under this Contract by notice given to the other within 28 days of the occurrence of that loss or damage. If such notice is given, then:

5.9.1 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;

5.9.2 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 6.11 shall apply.

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Section 6 Termination

6.1 Meaning of insolvency

For the purposes of these Conditions a person becomes insolvent on:

6.1.1 the making of an administration, bankruptcy or winding-up order against it, appointment of an administrative receiver, receiver or manager of its property, its passing of a resolution for voluntary winding-up without declaration of solvency or any other event referred to in section 113, sub-sections (2) to (5), of the Housing Grants, Construction and Regeneration Act 1996;

6.1.2 otherwise entering administration within the meaning of Schedule B1 to the Insolvency Act 1986;

6.1.3 entering 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);

6.1.4 (in the case of a partnership) each partner being the subject of an individual arrangement or any other event or proceedings referred to in this clause 6.1;

6.1.5 (in the case of a company) the coming into force of a moratorium pursuant to Part A1 of the Insolvency Act 1986 with respect to it; or

6.1.6 (in the case of a company) the making of an order sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it.

6.2 Notices under section 6

6.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.

6.2.2 Such termination shall take effect on receipt of the relevant notice.

6.2.3 Each notice referred to in this section, except for the notices referred to in clause 6.12, shall:

6.2.3.1 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

6.2.3.2 (where clause 6.2.3.2 is stated in the Contract Particulars to apply) be sent by email to the recipient's email address stated in the Contract Particulars against clause 6.2.3.2, 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 6.2.3.2), and shall be deemed to have been received on the next Business Day after the day on which it was sent.

6.3 Other rights, reinstatement

6.3.1 The provisions of clauses 6.4 to 6.7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 6.8 and 6.9 and (in the case of termination under either of those clauses) the provisions of clause 6.11, are without prejudice to any other rights and remedies of the Contractor.

6.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

6.4 Default by Contractor

6.4.1 If, before practical completion of the Works, the Contractor:

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6.4.1.1 without reasonable cause wholly or substantially suspends the carrying out of the Works; or

6.4.1.2 fails to proceed regularly and diligently with the Works; or

6.4.1.3 fails to comply with clause 3.9,

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

6.4.2 If the Contractor continues a specified default for 7 days from receipt of the notice under clause 6.4.1, the Employer may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

6.5 Insolvency of Contractor

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

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

6.5.2.1 clauses 6.7.2 to 6.7.5 shall apply as if such notice had been given;

6.5.2.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and

6.5.2.3 the Employer may take reasonable measures to ensure that the site, the Works and 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.

6.6 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.

6.7 Consequences of termination under clauses 6.4 to 6.6

If the Contractor's employment is terminated under clause 6.4, 6.5 or 6.6:

6.7.1 the Employer may employ and pay other persons to carry out and complete the Works, or may do so itself, and the Employer and such other persons may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;

6.7.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to it under clause 6.7.5 and the Employer need not pay any sum that has already become due either:

6.7.2.1 insofar as the Employer has given or gives a notice under clause 4.6.4; or

6.7.2.2 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 clause 6.1.1 or 6.1.2;

6.7.3 upon completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2.10) ('completion'), the Employer shall forthwith notify the Contractor of the date of completion and such completion shall be deemed for the purposes of this clause 6.7 to have taken place on the date so notified;

6.7.4 the due date for the Termination Payment under clause 6.7.5 shall be 2 months after the date of completion as referred to in clause 6.7.3;

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6.7.5 the amount due on termination shall be calculated in accordance with the following amounts:

6.7.5.1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 6.7.1 and, where applicable, clause 6.5.2.3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;

6.7.5.2 the amount of payments made to the Contractor; and

6.7.5.3 the total amount which would have been payable for the Works in accordance with this Contract,

and if the sum of the amounts referred to in clauses 6.7.5.1 and 6.7.5.2 exceeds the amount referred to in clause 6.7.5.3, the difference shall be an amount payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor (the 'Termination Payment').

6.8 Default by Employer

6.8.1 If the Employer:

6.8.1.1 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

6.8.1.2 interferes with or obstructs the issue of any certificate due under this Contract; or

6.8.1.3 fails to comply with clause 3.9,

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

6.8.2 If before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:

6.8.2.1 Architect/Contract Administrator's instructions under clause 3.6; and/or

6.8.2.2 any impediment, prevention or default, whether by act or omission, by the Employer, the Architect/Contract Administrator or any Employer's Person

(but in either case excluding such instructions as are referred to in clause 6.10.1.2), then, unless in either case that is caused by the negligence or default of the Contractor or any Contractor's Person, the Contractor may give to the Employer a notice specifying the event or events (a 'specified' suspension event or events).

6.8.3 If a specified default or a specified suspension event continues for 7 days from the receipt of notice under clause 6.8.1 or 6.8.2, the Contractor may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

6.9 Insolvency of Employer

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

6.9.2 as from the date the Employer becomes insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

6.10 Termination by either Party and regulation 73(1)(a) of the PC Regulations

6.10.1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of one month or more by reason of one or more of the following events:

6.10.1.1 force majeure;

6.10.1.2 Architect/Contract Administrator's instructions under clause 3.6 issued as a result of the negligence or default of any Statutory Provider;

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6.10.1.3 loss or damage to the Works occasioned by any risk covered by the Works Insurance Policy or by an Excepted Risk;

6.10.1.4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat; or

6.10.1.5 the exercise by the United Kingdom Government or any of the devolved administrations, or any Local or Public Authority or any equivalent authority governed by public law in any of the devolved administrations of any statutory power (except to the extent caused or contributed to by any default, whether by act or omission, of the Contractor or any Contractor's Person) which affects the execution of the Works,

then either Party, subject to clause 6.10.2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, it may terminate the Contractor's employment under this Contract. Failing such cessation within that 7 day period, it may then by further notice terminate that employment.

6.10.2 The Contractor shall not be entitled to give notice under clause 6.10.1 in respect of the matter referred to in clause 6.10.1.3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person.

6.10.3 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.

6.11 Consequences of termination under clauses 6.8 to 6.10

If the Contractor's employment is terminated under any of clauses 6.8 to 6.10 or under clause 5.9:

6.11.1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 6.11;

6.11.2 the Contractor shall not later than 2 months after the date of termination provide the Employer with all documents necessary for calculating the amounts referred to in clause 6.11.4. Not later than 3 months 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 6.11.4;

6.11.3 the due date for the Termination Payment under clause 6.11.4 shall be the last date for issue of the Employer's account under clause 6.11.2;

6.11.4 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:

6.11.4.1 the total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;

6.11.4.2 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;

6.11.4.3 (only where the Contractor's employment is terminated either under clause 6.8 or 6.9, or under clause 6.10.1.3 if the loss or damage to the Works was caused by the negligence or default of the Employer or any Employer's Person) any direct loss and/or damage caused to the Contractor by the termination,

less amounts previously paid to the Contractor under this Contract, but without deduction of any retention (the 'Termination Payment'). Payment by the Employer for any such materials and goods as are referred to in clause 6.11.4.2 shall be subject to those materials and goods thereupon becoming the property of the Employer.

6.12 Termination Payment – final date, notices and amount

6.12.1 Subject to clause 6.12.5, the final date for payment of the Termination Payment shall be 14 days from its due date, as fixed in accordance with clause 6.7.4 or 6.11.3.

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6.12.2 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 6.7.5 or 6.11.4, and the Termination Payment shall be the difference or amount referred to in clause 6.7.5 or 6.11.4, 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.

6.12.3 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 a pay less notice which shall state the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated and where given by the Employer, the provisions of clause 4.6.5 shall correspondingly apply.

6.12.4 Where a pay less notice is given under clause 6.12.3, 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.

6.12.5 If a termination payment notice is not given by the Employer in accordance with clause 6.12.2:

6.12.5.1 the Contractor may at any time after the 5 day period referred to in clause 6.12.2 give a termination payment notice to the Employer, stating the sum that the Contractor considers to have become due under clause 6.7.5 or 6.11.4 at the due date and the basis on which that sum has been calculated and, subject to any pay less notice given under clause 6.12.5.3, the Termination Payment shall be the sum stated as due in the Contractor's termination payment notice;

6.12.5.2 if the Contractor gives a termination payment notice under clause 6.12.5.1, 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 6.12.2 that the Contractor's termination payment notice is given;

6.12.5.3 following the Contractor's termination payment notice the Employer may not later than 5 days before the final date for payment give a pay less notice in accordance with clause 6.12.3 and, if it gives such notice, the provisions of clause 6.12.4 shall correspondingly apply.

6.12.6 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 6.12.6 shall be recoverable as a debt.

6.12.7 In relation to the requirements in this clause 6.12 for the giving of termination payment notices by the Employer, and pay less notices, it is immaterial that the amount then considered to be due may be zero.

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Section 7 Settlement of Disputes

7.1 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 (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.

7.2 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.

7.3 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.

7.4 Arbitration

For the purposes of Article 8, if it applies, the procedures for arbitration are set out in Schedule 1.[32]

[32] 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.

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Schedules

Schedule 1 Arbitration

(Clause 7.4)

Conduct of arbitration

1 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 this Schedule 1 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2024 edition of CIMAR.

Notice of reference to arbitration

2

2.1 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.

2.2 Where two or more related arbitral proceedings in respect of the Works fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.

2.3 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.

Powers of Arbitrator

3 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.

Effect of award

4 Subject to paragraph 5 the award of the Arbitrator shall be final and binding on the Parties.

Appeal – questions of law

5 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):

5.1 apply to the courts to determine any question of law arising in the course of the reference, and

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

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Arbitration Act 1996

6 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.

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Schedule 2 Supplemental Provisions

(Seventh 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 the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical 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 Contract Sum shall be confirmed in an Architect/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 practical completion of the Works.

Performance Indicators and monitoring

3

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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[33]:

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.

[33] See the Guidance Notes. Provisions relating to the PC Regulations are also set out in section 6 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 5.

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Guidance Notes

Use of Minor Works Building Contract

1 The Contract should only be used where the employer has engaged an architect or other professionally qualified person to advise on and administer its terms.

2 The criteria for determining the suitability of the Contract are set out on the inside of the front cover.

3 For Works which do not fulfil these criteria, reference should be made to www.jctltd.co.uk for guidance as to the appropriate contract.

4 The Contract is predicated upon a lump sum offer being obtained, based on drawings and/or a specification and/or work schedules, but without detailed measurements. Those documents should therefore be in a form sufficient to enable the Contractor accurately to identify the work to be done without the need for the Employer to provide bills of quantities. In those cases where there is a relevant BIM protocol, it is assumed that it will be included in the Contract Documents.

5 The Contract is not suitable for use where the Works are of a complex nature.

6 The payment provisions in the Contract comply with the payment and payment-related notice requirements of the Housing Grants, Construction and Regeneration Act 1996, as amended ('the Construction Act'). In addition to the statutory requirements regarding payment procedures, the Construction Act provides a statutory right for either Party to refer disputes or differences to adjudication.

7 However, not all building contracts are subject to the Construction Act; for example, a contract with a residential occupier within the meaning of section 106 of the Act is excluded and therefore it does not need to contain adjudication provisions, but, unless amendments are made, a residential occupier in entering into a Minor Works Building Contract will be accepting adjudication as a means of resolving disputes.

8 For some projects where it is intended to use the Contract, the Employer may wish to control the selection of sub-contractors for specialist work. This may be done by naming a person or company in the tender documents or in instructions on the expenditure of a Provisional Sum. There are, however, no provisions in the Contract to deal with the consequences of such naming and control of specialist work may be better achieved by the Employer entering into a direct contract with its chosen specialist.

Outline of the Contract

General

9 Defined terms are dealt with in clause 1.1 and there is a short version of JCT's standard interpretation provisions set out in clauses 1.2 to 1.8. In the 2024 edition the section 1 and section 6 provisions relating to the service of notices have been extended to provide for service by email.

Architect/Contract Administrator

10 This is the professional which the Employer has appointed to advise on and administer the Contract. If the appointee is not an architect, it is taken to be referred to in the Contract as the 'Contract Administrator', but, irrespective of the Architect/Contract Administrator's profession, their duties under the Contract are the same.

Role of the Architect/Contract Administrator

11 The Architect/Contract Administrator is paid by the Employer, advises the Employer on all matters in connection with the building work and administers the Contract on behalf of the Employer with a view to securing completion of the work in an efficient and economical manner. However, in relation to decisions in that administrative role that require professional skill and judgment, it should act fairly and independently as between the Employer and the Contractor, in particular when:

- issuing payment certificates;

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- valuing any variations or any work instructed in respect of Provisional Sums (see "Terms used") included in the Contract Documents;
- giving any extension to the time stated in the Contract Particulars for the completion of the building work;
- certifying the date of practical completion (see "Terms used") and the date when in its opinion all defects which appear during the Rectification Period (see "Terms used") have been made good.

Instructions

12 Under the Contract only the Architect/Contract Administrator can issue instructions to the Contractor; although the Employer is paying for the building work, the Employer is not entitled to give any instructions direct to the Contractor in connection with it. If the Employer wishes to make any change to the work or the manner in which it is being carried out, it must ask the Architect/Contract Administrator to give the necessary instructions to the Contractor.

Price

13 This is the lump sum stated in the Contract, plus any VAT properly chargeable on the building work. The precise sum may be increased or decreased depending on any changes to the work or the order or period in which it is carried out, the value of work instructed by the Architect/Contract Administrator in respect of any Provisional Sums included in the Contract Documents and, where applicable, any increase or decrease in contributions, levies and taxes for which the Contractor is liable.

Time-scale for the work

14 If it becomes apparent that the work cannot be finished within the original time stated in the Contract Particulars the Contractor is required to notify the Architect/Contract Administrator straightaway. If the delay arises for reasons beyond the control of the Contractor, the Architect/Contract Administrator is then required to give such extension of time as is reasonable.

If the work is not finished by the Date for Completion (see "Terms used") after taking into account any extensions of time, the Employer can recover liquidated damages (see "Terms used") from the Contractor.

Payment

15 In section 4, payment is to be made under certificates issued by the Architect/Contract Administrator. Interim payments are to be made against interim certificates issued by the Architect/Contract Administrator. The final balance is paid following the issue of the final certificate. The final date for payment of certificates, together with any VAT chargeable to the Employer, is 14 days from the due date for payment. The Construction Act requires interim and final certificates to be issued not later than 5 days after their due date and clauses 4.3 (Interim payments – dates and certificates) and 4.9 (Final certificate and final payment) comply with these requirements.

The provisions relating to the due dates for payment for interim payments are set out in clause 4.3. During the period up to the due date for the final payment, the due dates for interim payments are in each case the date 7 days after the relevant Interim Valuation Date. The first Interim Valuation Date and the intervals that will apply for subsequent Interim Valuation Dates are to be specified in the entry in the Contract Particulars for clause 4.3. JCT recommends that the first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month. If the Contract Particulars entry is not completed, the default provisions set out in the entry apply.

The amount of each interim payment to be certified as due under clause 4.3 is to be calculated in accordance with cause 4.4. Unless a percentage for payment other than 95 per cent is inserted in the Contract Particulars for clause 4.4, interim certificates for the period up to practical completion will reflect the Employer's entitlement to retain 5 per cent. For the period between practical completion and the final certificate, the Contract envisages that the percentage retained will be halved.

The general provisions governing Contractor's payment applications (and, in default of a payment certificate, their role as a payment notice) which apply with respect to the final payment as well as to interim payments are set out in clause 4.5.

The provisions regarding payment and pay less notices, amounts to be paid and default interest are set out in clauses 4.6 and 4.7 and as the text of each indicates, these clauses apply with respect to the final payment as well as to interim payments. Clause 4.9 provides for issue of the final certificate.

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If the Employer fails to pay an amount due to the Contractor by the final date for its payment, interest at a rate of 5% per annum over the official bank rate of the Bank of England is payable by the Employer for the period until payment is made.

If the Employer gives a pay less notice and pays the lesser amount specified in the pay less notice, the Contractor's right under the Construction Act to suspend for non-payment does not arise. However, the JCT provision for interest is intended to preserve the Contractor's right to interest on the additional amount that it should have been paid, insofar as there was no sustainable basis for a withholding by the Employer and regardless of any pay less notice that the latter has given.

Suspension

16 If the Employer does not give a pay less notice and does not pay the amount due to the Contractor by the final date for its payment, or, having given a pay less notice, then fails to pay the amount specified in it, the Contractor, after giving a 7 day notice, has the right to suspend performance of some or all of its obligations under the Contract until payment of the appropriate amount is made. The Contractor also has a statutory right to recover reasonable costs and expenses that it incurs as a result of that suspension.

Termination

17 Either Party may end the Contractor's employment if the other Party is in breach of certain obligations (in the case of the Contractor those mentioned in clauses 6.4 and 6.6; in the case of the Employer those in clause 6.8) or becomes insolvent. There is also a right under clause 6.10.1 for either Party to terminate in the case of prolonged suspension resulting from certain neutral causes and (where applicable) clause 6.10.3 allows for termination by the Employer on the substantial modification ground set out in regulation 73(1)(a) of the PC Regulations.

The section 6 termination accounting and payment provisions have in this 2024 edition been amended to provide for the Construction Act's payment procedures. There is a new defined term, i.e. the 'Termination Payment' and some adjustments to the accounting provisions in clauses 6.7 and 6.11 including the insertion of due date provisions. The provisions regarding the final date for payment of the Termination Payment, payment and pay less notices, amount to be paid and default interest are set out in clause 6.12.

Dealing with disputes

18 Either Party may at any time refer any dispute to adjudication for a 'fast track' decision; the adjudicator's decision is binding unless and until the dispute is decided by an arbitrator or the court. Residential occupiers wishing to use the Contract should also refer to paragraph 7 above. The Contract Particulars enable the Parties to name an individual adjudicator and specify the adjudicator nominating body in advance, should they wish. However, an individual should not be named in the Contract without their prior agreement. It has also to be recognised that those of sufficient standing to merit nomination are generally busy people and that when a dispute arises they may not be available.

As respects specifying the adjudicator nominating body in advance, the relevant entry in the Contract Particulars in this 2024 edition of the Contract has been adjusted to allow the Parties to specify a nominating body of their own choosing as an alternative to selecting a body from those listed. The bodies listed will be familiar to JCT contract users. Such bodies are required to provide feedback to JCT regarding their adjudication services on an ongoing basis. If a Party is unsure about the suitability of a proposed alternative (non-listed) body JCT suggests seeking appropriate professional advice.

The Parties may also agree to mediate a dispute.

For final dispute resolution in cases where either or both Parties are dissatisfied with the results of adjudication or mediation (or neither Party wished to have the dispute adjudicated), the choice is between court litigation and arbitration. Since 2005 litigation has been the default option under JCT contracts. If arbitration is the agreed choice, it should be selected through the appropriate entry in the Contract Particulars.

The JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR), which includes the JCT Supplementary and Advisory Procedures, will govern any arbitration that is commenced. It is recommended that anyone considering instituting arbitration proceedings should obtain a copy of the rules and, as with litigation, should take competent professional advice before taking steps to institute proceedings.

In making the choice between arbitration and litigation, in addition to the adjudication option, one should consider a range of other factors. Arbitration provides the ability to choose an arbitrator from any relevant profession, greater freedom of choice procedurally and confidentiality, whereas in

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litigation there is the wider power of the court. In the case of contracts where claims either way are likely to be small, it may be considered desirable to keep open the potentially cheaper route of using the small claims track in the court system; any agreement to arbitrate, unless suitably qualified, would normally operate as a bar to using that route if the other Party did not agree.

Rights and remedies generally

19 Statutory and common law rights are not restricted by the terms of the Contract. The limitation period for a contract that is simply signed by the Parties is 6 years from the date of the breach or, where it is executed as a deed, 12 years. The limitation period should not be confused with the Rectification Period, which is provided to facilitate the remedying of the Contractor's defective work by allowing it to return to site to make good.

Supplemental Provisions

20 Schedule 2 includes optional Supplemental Provisions which are for use where appropriate. The previous supplemental provisions for collaborative working, sustainability (the wording of which has been adjusted slightly in this edition), and notification and negotiation of disputes have been moved into the Agreement or main text of the Conditions and are now no longer optional, a change that is in common with other JCT contract forms and is part of JCT's response to the government's Construction Playbook document. The three remaining Supplemental Provisions (1 to 3) are those relating to health and safety, cost savings and performance monitoring and their applicability will need to be considered. The choice as to which of these provisions apply is made in the Contract Particulars and if no choice is made in relation to a provision, it will apply (these provisions are generally intended to be disapplied only where there is a Framework Agreement or other contract documentation that covers the same ground).

Schedule 2 also contains Supplemental Provision 4 which relates to the Freedom of Information Act 2000 ('FOIA'); it will only apply where the Employer is a Local or Public Authority or other body to which the FOIA applies. Supplemental Provision 5 contains provisions relevant to the PC Regulations and this will only apply where the Employer is a Local or Public Authority and the Contract is subject to those regulations. For guidance on aspects of the PC Regulations relevant to JCT contracts, please go to www.jctltd.co.uk.

Terms used

21 As part of its duties to the Employer, the Architect/Contract Administrator should be prepared to explain the general meanings of the various terms used in the Contract. For example:

Base Date

22 The Base Date is stated in the Contract Particulars. The date often selected is 7 days or thereabouts before the date for submission of tenders so as to avoid any need for tenderers to deal with last minute changes. In the Minor Works Building Contract, however, Base Date plays a comparatively minor role, acting as the date of record for the Employer's status under the CIS scheme and for determining what fluctuations are payable.

CDM Regulations

23 Regulations made under Act of Parliament to improve health and safety standards on construction sites. For guidance on the CDM Regulations 2015, please go to www.jctltd.co.uk.

Part 2A of the Building Regulations

24 Part 2A of the Building Regulations 2010 was introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022. Part 2A sets out a framework of safety duties for those persons ('dutyholders') who commission, design and undertake building work to which building regulations apply, with a limited exclusion where the work consists only of minor work of a prescribed type. Part 2A includes obligations to appoint a Principal Designer and Principal Contractor in respect of works to which the regulations apply. Dutyholders are required to ensure that they have the necessary competence to carry out design and building work and that arrangements and systems are in place to plan, manage and monitor compliance with the regulations. Additional duties apply to higher-risk building work. For information, please go to www.jctltd.co.uk.

Principal Designer and Principal Contractor

25 The respective persons named in the Agreement or subsequently appointed as such, as required by the CDM Regulations and Part 2A of the Building Regulations. With a view to minimising health and

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safety risks, the CDM Regulations require the Employer to appoint a Principal Designer to control the pre-construction phase where there is more than one contractor, or it is reasonably foreseeable that more than one contractor will be working on the project at any time. One of the contractors must also be appointed as Principal Contractor in those circumstances. (For these purposes the term 'contractor' includes sub-contractors.) The Building Regulations provide that instead of appointing a separate principal designer and principal contractor, the client may certify that the CDM principal designer and the CDM principal contractor should be treated as appointed in these roles for the purposes of the Building Regulations (Part 2A, regulation 11D(2)). Professional advice should be sought as to whether this is appropriate in any given project.

CDM Health and safety file

26 A manual which the Principal Designer prepares with assistance from the Principal Contractor, containing health and safety information necessary for anyone undertaking work on the site post-completion of the Works, which the Principal Designer passes on to the Principal Contractor if its appointment terminates before the end of the project and is to be delivered to the Employer on completion.

Date for Completion

27 The date by which the Contractor is required to finish the work, as stated in the Contract Particulars or subsequently extended by the Architect/Contract Administrator.

Date of practical completion

28 The date when, in the Architect/Contract Administrator's opinion, the Contractor has to all practical intents and purposes completed the Works.

Rectification Period

29 Unless otherwise agreed, the Rectification Period is 3 months from the date of practical completion. The Contractor is required to put right any defects in the work which appear during the Rectification Period before it is entitled to be paid the final balance of the Contract price. The Architect/Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

Insurance in Joint Names

30 With respect to Works insurance, clause 5.4 is intended for use where there are no existing structures and the contractor is to arrange a Joint Names, All Risks policy, under which each Party is covered as a 'composite insured'. This may take the form of a specific project policy or through equivalent coverage under the Contractor's annual CAR policy.

Clause 5.5 is for use where there are existing structures and the Employer is able to cover the works on a Joint Names, All Risks basis and, in addition to its own cover for existing structures, is able to extend at least Specified Perils cover to the Contractor in respect of the existing structures.

However, existing structures cover for the Contractor is not always readily available to Employers at reasonable cost, in particular where the Employer is a domestic homeowner or where it is only a tenant and structures cover is effected by the freeholder or an intermediate lessor, and clause 5.6 is designed for cases in these latter categories.

The freeholder Employer may cover the Works in Joint Names and continue with its own cover under its household or existing structures policy, with the Contractor covering its liability for any damage to existing structures under the Public Liability cover required under clause 5.3.2 or an appropriate extension of it.

In the case of tenant Employers, it is necessary to involve the insuring landlord and in all cases, in particular those involving existing structures, it is essential that Employers and Architect/Contract Administrators, prior to the tender stage, take appropriate specialist insurance advice, consult the Employer's household or existing structures insurers and, where relevant, the landlord. They should also then liaise with the prospective Contractor and its advisers at the earliest opportunity, specify any further cover required from it and check that that is in place before work commences on site.

In the case of the Works insurance, care should also be taken in determining the full reinstatement value (including any applicable VAT) and to ensure that the policy gives appropriate cover for items such as the additional costs of materials, working and removal of debris etc. that are likely to arise from loss or damage to the Works.

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Liquidated damages

31 The rate per day/week/month stated in the Contract Particulars by the Employer, to compensate it for the Contractor's failure to finish the work on time. The prudent Employer will be alert to the legal principles and rules governing the enforceability of liquidated damages provisions and will approach calculation of the rate with these in mind. It is suggested that the Employer records an explanation of the rate and why the rate represents (i) a genuine pre-estimate of the loss that it is likely to suffer or (ii) a reasonable and proportionate protection of its legitimate commercial interest(s) in timely completion, which it can use to respond to any challenge.

It is for the Employer to decide whether to deduct any liquidated damages that it might be entitled to from any amount certified as due to the Contractor; such deduction is not taken into account by the Architect/Contract Administrator in the calculation of any certificate and the appropriate notice must be given by the Employer under clauses 2.8 and 4.6.4 or (if applicable) 6.12.3 or 6.12.5.

In the 2024 edition there is a new provision (clause 2.8.4) designed to clarify the position in relation to liquidated damages where the Contractor's employment is terminated under the Contract during a period of Contractor culpable delay which essentially confirms the approach taken in recent case law.

Provisional Sum

32 A sum included for work which the Employer may or may not decide to have carried out, or which cannot be accurately specified in the original contract documents. For instance, where the Employer is undecided whether all, some or none of the outside of the premises will need to be re-decorated, the pricing documents may say "Allow £X for complete external redecoration of the premises." If the Employer then decides any redecoration is necessary, the specification required is instructed by the Architect/Contract Administrator and the price to be paid is either agreed between the Architect/Contract Administrator and the Contractor or valued by the Architect/Contract Administrator.

Variation

33 A change to the work that the Architect/Contract Administrator instructs on behalf of the Employer. The variation may be an addition to or an omission from the work as originally specified or to the order or manner in which it is to be carried out.

MW User Checklist

A checklist of the key information that will help you to complete the Agreement may be downloaded from the JCT website.

Care has been taken in preparing these Guidance Notes but they should not be treated as a definitive legal interpretation or commentary. Users are reminded that the effect in law of the provisions of the Minor Works Building Contract 2024 Edition is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.

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

FA 2024
Framework Agreement 2024

2024
FRAMEWORK AGREEMENT

Amended from published version.
Comparison must be provided.

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Framework Agreement (FA)

Appropriate:

- for the procurement of construction/engineering related works over a period of time;
- for use by clients with contractors and/or suppliers;
- for use by contractors, sub-contractors and/or suppliers sub-letting to others in the supply chain;
- for use with most standard forms of construction and engineering contracts and sub-contracts.

Can be used:

- where compliance with the public procurement rules is required;
- on a single project.

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For details of 2024 Edition changes, see the Framework Agreement Guide (FA/G) and the Tracked Change Document.

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Framework Agreement

This Framework Agreement

is made the _____ 20_____

Between

The Employer

New Forest District Council

of Appletree Court, New Forest District Council, Beaulieu Road, Lyndhurst, SO43 7PA

And

The Provider

S&K Scaffolding

Place of incorporation: England and Wales

(Company No. 4038978)[1]

whose registered office is at 3000a Parkway, Whiteley, Hampshire, PO15 7FX

[1] Where the Employer or Provider 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.

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In consideration of the sum of one pound (£1) paid by the Employer to the Provider (receipt of which is acknowledged) the Parties have agreed the following provisions of this Framework Agreement.

1 Definitions

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

Employer: the person named as Employer at the beginning of this Framework Agreement and such person's successors in title.

Enquiry: a request in the form set out at Annex 1 by the Employer to the Provider indicating that the Employer wishes to call-off the provision by the Provider of specified Tasks.

Framework End Date: see the **Framework Particulars** (against the reference to **clause 22.1**).

Framework Objectives: see **clause 5**.

Framework Particulars: the particulars referred to as such in this Framework Agreement, as completed by the Parties.

Framework Start Date: see the **Framework Particulars** (against the reference to **clause 8.1**).

Framework Term: the period between the Framework Start Date and the Framework End Date or the Termination Date, whichever is the earlier.

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

Order: the document in the form set out at Annex 2 to be issued by the Employer when calling-off any Tasks, the execution of which by the Provider constitutes a legally binding contract for the provision of the specified Tasks.

Parties: the Employer and the Provider together.

Party: either the Employer or the Provider.

Pricing Documents: see the **Framework Particulars** (against the reference to **clause 4.5**).

Procurement Act: the Procurement Act 2023 and implementing regulations.

Project Participants: any and all persons which are involved in the provision of any Tasks and indicate their willingness to embrace and adhere to the principles of collaborative working envisaged in this Framework Agreement.

Provider: the person named as Provider at the beginning of this Framework Agreement and such person's successors in title.

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

Supply Chain: any and all persons engaged by the Provider in connection with any Tasks and any further persons engaged by such persons in connection therewith.

Tasks: see the **Framework Particulars** (against the reference to **clause 3.1**).

Tender Notice: a notice published on the Find a Tender service on GOV.UK advertising the Framework Agreement.

Termination Date: the date on which this Framework Agreement is terminated pursuant to **clause 22.2**.

Underlying Contracts: see the **Framework Particulars** (against the reference to **clause 4.7.2**).

2 Interpretation

2.1 This Framework Agreement shall be construed in accordance with the rules of interpretation set out in clause 2.2 of this Framework Agreement and the defined words and phrases listed in clause 1.

2.2 In this Framework Agreement, unless the context otherwise requires:

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2.2.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Framework Agreement;

2.2.2 the singular includes the plural and vice versa;

2.2.3 a gender includes any other gender;

2.2.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;

2.2.5 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

2.2.6 a reference to specific standards, codes of practice, guidelines, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.

3 The role of the Framework Agreement

3.1 The main aim of this Framework Agreement is to provide a mechanism for the Tasks to be called-off and carried out and also to provide a supplemental and complementary framework of provisions designed to encourage the Parties to work with each other and with all other Project Participants in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.

3.2 Where the Employer is a body subject to the Procurement Act in relation to the procurement of the Tasks the Parties acknowledge that they have entered into this Framework Agreement pursuant to a tender process carried out in accordance with that Act including the issue of a Tender Notice.

4 Tasks

4.1 Where the Framework Particulars state this to be the case the Employer undertakes to call-off Tasks to be carried out by the Provider. In all other circumstances the Employer makes no representation or guarantee that it will call-off any Tasks to be carried out by the Provider and the Employer retains the absolute right to award call-offs to such other providers as it chooses.

4.2 Where this Framework Agreement has been entered into following a tender process under the Procurement Act, when calling-off any Tasks under this Framework Agreement the Employer shall award those Tasks in accordance with the award criteria and process set out in the relevant Tender Notice, other advertisement, the contract documents or any other relevant materials.

4.3 When the Employer wishes to call-off the provision of Tasks by the Provider it will issue an Enquiry to the Provider.

4.4 The Provider will consider the Enquiry and shall respond to the Employer with a price for the Tasks and any other information requested within the period set out in the Framework Particulars.

4.5 The pricing of the Tasks shall be calculated in accordance with the Pricing Documents.

4.6 Following receipt of the Provider's response to the Enquiry the Employer may accept or reject it. If the Employer accepts the Provider's response the Employer shall issue a completed Order in duplicate to the Provider instructing the Provider to carry out and complete the Tasks.

4.7 Upon receipt of a completed Order the Provider will:

4.7.1 return one copy of the Order to the Employer duly executed; and

4.7.2 carry out and complete the Tasks in accordance with this Framework Agreement, the Order and the Underlying Contract.

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5 The Framework Objectives

5.1 The Framework Objectives are as follows:

5.1.1 zero health and safety incidents;

5.1.2 teamworking and consideration for others;

5.1.3 greater predictability of out-turn cost and programme;

5.1.4 improvements in quality, productivity and value for money;

5.1.5 improvements in environmental performance and sustainability and reductions in environmental impact;

5.1.6 right first time with zero defects;

5.1.7 the avoidance of disputes;

5.1.8 Employer satisfaction with product and service;

5.1.9 enhancement of the Provider's reputation and commercial opportunities; and

5.1.10 consideration of, and adoption where practicable of, the recommendations and proposals contained in the Construction Playbook issued by HM Government (Version 1.1 September 2022 or such later version as is current at the date of this Framework Agreement).

5.2 The Provider's contribution to progress in achieving certain of the Framework Objectives will be monitored and periodically assessed in the manner indicated in clause 21.

6 Legal status of Framework Agreement

The intention is that the provisions of this Framework Agreement will supplement and complement the provisions of the Underlying Contract and that where there is a conflict or discrepancy between this Framework Agreement and the Underlying Contract, the Parties will have full regard to the principles set out in clause 3.1 with a view to resolving that conflict or discrepancy. However, in the event of a conflict or discrepancy between the Underlying Contract and the provisions of this Framework Agreement which cannot be resolved by reference to those principles, the conflicting/discrepant provisions of the Underlying Contract will prevail over the conflicting/discrepant provisions of this Framework Agreement and the Parties will be excused compliance with the conflicting/discrepant provisions of this Framework Agreement insofar as they apply or would otherwise have applied.

7 Contracts (Rights of Third Parties) Act 1999

Without in any way detracting from or affecting any enforceable rights or benefits which third parties might have under or as a consequence of the Underlying Contracts and/or any collateral warranties provided, or to be provided, by the Parties pursuant to the Underlying Contracts, it is not intended that anything contained in this Framework Agreement should confer any enforceable rights or benefits upon third parties which are not parties to this Framework Agreement.

8 Organisational structures and decision making

8.1 On or before the Framework Start Date each Party will provide the other Party with outline information setting out key details of their organisation and management with the aim that each Party will have sufficient details of the other in order to send or respond to an Enquiry or to call-off Tasks.

8.2 If and when requested by one Party following a Task being called-off, the other Party will provide a detailed organisation and management diagram setting out and explaining their own internal organisational and management structures in detail, including particulars of the roles, responsibilities and limits of authority of all key management personnel within that Party's organisation.

8.3 Where the further information referred to in clause 8.2 is required each Party will promptly advise the other Party of any and all organisational and/or management changes within that Party's organisation and within a reasonable period of such changes will provide the other Party with a revised organisation and management diagram reflecting the changes.

8.4 Where the further information referred to in clause 8.2 is required and to the extent the

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Tasks involve management personnel who do not feature on the organisation and management diagram, the Party responsible for such personnel will promptly advise the other Party of such persons' roles, responsibilities and limits of authority and the identity of the manager or managers on the organisation and management diagram to whom such personnel report. Where appropriate the organisation and management diagram will be revised to include such personnel.

8.5 Where and whenever decisions need to be made concerning the Tasks the Parties will endeavour to ensure that those responsible, with authority to make such decisions, are fully briefed and on hand to make such decisions as appropriate.

9 Collaborative working

9.1 The Parties will continually impress upon all personnel involved with the Tasks their keen desire to work with each other and with all other Project Participants in an open, co-operative and collaborative manner and in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.

9.2 To this end, the Employer and the Provider agree that they will each report to the other, and will welcome any reports from the other, of any instances where the other Party's personnel have been particularly helpful and/or collaborative and any instances in which the other Party's personnel have not acted, or it is perceived that personnel have not acted, in an entirely open, co-operative or collaborative manner and/or in a spirit of mutual trust and respect with a view to achieving the Framework Objectives.

9.3 The Parties will at all times endorse and support collaborative behaviour and address behaviour which is not collaborative.

10 The Provider's Supply Chain

10.1 The Provider will endeavour to see to it that all members of its Supply Chain are made aware of, understand and are prepared to embrace and adhere to the principles of collaborative working envisaged in this Framework Agreement. Where practicable and appropriate the Provider will engage members of its Supply Chain on terms which incorporate or reflect such principles.

10.2 The Provider will, where practicable and appropriate, endeavour to consult with and/or involve members of the Provider's Supply Chain in relation to the following essential aspects of the Tasks:

10.2.1 design development;

10.2.2 project planning;

10.2.3 risk assessment and risk allocation;

10.2.4 health and safety assessments and planning;

10.2.5 assessing and improving upon environmental performance and sustainability and reducing environmental impact;

10.2.6 value engineering;

10.2.7 change control;

10.2.8 quality control;

10.2.9 early warning; and

10.2.10 problem solving.

11 Sharing of information and know-how

11.1 If either Party has, in its possession, custody or control, any knowledge or information (other than the excluded categories of knowledge and information referred to in clause 11.2) which it is, or becomes, clear would be of assistance to the other Party in the performance of the Tasks, or would be of assistance to any of the other Project Participants in the performance of them, then that Party will promptly volunteer and share such knowledge or information with the other Party and/or Project Participants without having to be asked for the same and irrespective of whether that Party is contractually obliged to

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share such knowledge or information pursuant to the Underlying Contract.

11.2 Neither Party will be expected to volunteer or share:

11.2.1 *trade secrets* which are only known to that Party and upon which that Party's business is essentially founded;

11.2.2 knowledge or information which a Party is legally and/or contractually prohibited from disclosing to the other Party and/or other Project Participants; or

11.2.3 knowledge or information which is privileged from disclosure.

12 Communications protocol

12.1 Without in any way detracting from or affecting the specific notice and communication requirements of the Underlying Contracts, the Parties, in conjunction with the other Project Participants, will endeavour to develop and agree a common communications protocol the key objectives of which will be the promotion of clear and effective communication and the dissemination and ready availability of information essential to the success of each of the Tasks.[2]

12.2 In their communications with each other and with other Project Participants, the Parties will at all times endeavour to keep things factual and to the point and will avoid self-serving statements, assertions of blame and/or emotive or provocative language.

13 Confidentiality

13.1 Subject always to clause 13.2 and save as may be strictly necessary for the proper performance of the Tasks, or as either Party may specifically consent to in writing, the Parties shall treat as confidential and shall not disclose to any person which is not a Project Participant any information of a confidential nature relating to the other Party, the other Project Participants, this Framework Agreement, the Underlying Contracts and/or the Tasks which is disclosed to and/or acquired by the recipient of such information during the currency of the Framework Term.

13.2 The general prohibition on disclosure of confidential information set out in clause 13.1 shall not apply to information which has ceased to be confidential and is in the public domain through no fault of the Parties or other Project Participants nor to any disclosure which either of the Parties or any of the Project Participants is required to make by law. Where the Employer is a Local or Public Authority or other body of the type mentioned in clause 13.4, its obligations of confidentiality shall also be subject to that clause.

13.3 The Provider shall not, without the prior written consent of the Employer, publish alone or in conjunction with any other person any articles, illustrations, photographs or videos relating to any Tasks.

13.4 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 Framework Agreement is not confidential. The Employer shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Framework Agreement:

13.4.1 the Provider 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;

13.4.2 the Employer shall promptly inform the Provider of any request for disclosure that it receives in relation to this Framework Agreement.

14 Risk assessment and risk allocation

14.1 Where stated in an Enquiry or otherwise agreed between the Parties, as part of the process of responding to an Enquiry the Provider will, in conjunction with other key

[2] See the Framework Agreement Guide.

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prospective Project Participants, participate in an all-party, pre-contract, collaborative risk analysis of the Tasks to which the Enquiry relates with a view to:

14.1.1 identifying significant potential risks involved in the Tasks the occurrence of which might have serious health and safety and/or environmental implications and/or a material adverse effect upon the out-turn cost, programme and/or quality of them;

14.1.2 determining the likelihood of such risks occurring and the seriousness of the likely consequences thereof; and

14.1.3 determining which Project Participant is best able to manage such risks.

14.2 Having identified and provisionally graded and allocated significant potential risks, the Employer may draw up and circulate a risk allocation schedule or matrix recording the results and recommendations of the collaborative risk analysis.

14.3 The Parties and other Project Participants will periodically review, update and where necessary revise the risk allocation schedule/matrices and integrated risk allocation and management strategies during the currency of the relevant Tasks.

15 Health and safety

15.1 Without in any way detracting from or affecting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of the Underlying Contracts, the Parties will endeavour to establish and maintain in respect of all Tasks a culture and working environment in which health and safety is of paramount concern to everybody involved with the Tasks and health and safety takes precedence over all other considerations.

15.2 As a first step towards raising health and safety standards in respect of the Tasks, in addition to the specific health and safety requirements of the Underlying Contracts the Provider undertakes to:

15.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;

15.2.2 take all reasonable steps to encourage all personnel engaged by the Provider and/or members of the Provider's Supply Chain to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme;

15.2.3 ensure that all personnel engaged by the Provider and/or members of the Provider's Supply Chain receive comprehensive site specific health and safety induction training and regular refresher training;

15.2.4 ensure that all personnel engaged by the Provider and/or members of the Provider's Supply Chain 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

15.2.5 ensure that there is full and proper health and safety consultation with all personnel engaged by the Provider and/or members of the Provider's Supply Chain in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

16 Sustainable development and environmental considerations

The Provider will assist the Employer and the other Project Participants in exploring ways in which the environmental performance and sustainability of the Tasks might be improved and environmental impact reduced. For instance, the selection of products and materials and/or the adoption of construction/engineering techniques and processes which result in or involve:

16.1 reductions in waste;

16.2 reductions in energy consumption;

16.3 reductions in mains water consumption;

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16.4 reductions in CO2 emissions;

16.5 reductions in materials from non-renewable sources;

16.6 reductions in commercial vehicle movements;

16.7 maintenance or optimisation of biodiversity;

16.8 maintenance or optimisation of ecologically valuable habitat; and

16.9 improvements in whole life performance.

17 Value engineering

17.1 The Provider is encouraged to suggest changes to Tasks which, if implemented, would result in financial benefits to the Employer. Such benefits may arise in the form of:

17.1.1 a reduction in the capital cost of the project of which the Tasks form part;

17.1.2 a reduction in the life cycle and/or operating costs associated with the project;

17.1.3 completion of the project at an earlier date or in a manner which will result in savings; and/or

17.1.4 any other financial benefit to the Employer.

17.2 The Parties will discuss the details of any changes and any cost, time, quality and performance implications of them with a view to agreeing the implementation of any changes and the financial effects of them provided that such changes remain compliant with the pricing procedures set out in the Pricing Documents and, if applicable, the Procurement Act.

17.3 Such agreement will be confirmed by the Employer either by means of an amendment to the relevant Underlying Contract or by means of a written instruction issued under the relevant Underlying Contract clearly identifying, in either case, the agreed implications of the change, the financial benefits to the Employer and (if appropriate) the Provider's share of such benefits.

17.4 Upon completion of the relevant Task, the Employer shall pay or allow to the Provider the agreed proportion of the agreed financial benefit agreed between the Parties.

17.5 Any agreed change shall be clearly identified as a change proposed pursuant to this clause 17 of the Framework Agreement. Where the Provider has suggested changes, the Employer may only instruct the implementation of such changes in accordance with the procedures and benefit sharing arrangements referred to in this clause 17, provided always that nothing shall prevent the Employer from utilising other providers to implement the suggested change post completion of the project in question.

18 Change control procedures

The Parties will endeavour to agree the cost, time, quality and performance implications of any and all changes/variations under the Underlying Contract in advance of the implementation of such changes/variations provided that such changes/variations remain compliant with the pricing procedures set out in the Pricing Documents and, if applicable, the Procurement Act.

19 Early warning

Without in any way detracting from or affecting the particular notice requirements of the Underlying Contracts, each of the Parties will promptly warn the other Party in writing of any matter or concern of which it becomes aware which in that Party's reasonable opinion is likely to affect the out-turn cost or programme or the quality or performance of any Tasks.

20 Team approach to problem solving

20.1 In the event of a technical and/or logistical problem with any Tasks, whatever the origins of the problem and whichever Party may be contractually responsible for the same, the Parties will work together and with the other Project Participants to try and find a solution to the problem which is safe and environmentally sensitive; minimises the effect on the out-turn cost and/or programme and/or the quality and/or performance of the Tasks; and is acceptable to the Employer.

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20.2 Where and to the extent the Provider incurs cost in contributing to a solution which it is not contractually obliged to contribute to pursuant to the relevant Underlying Contract, the Parties will endeavour to agree a fair and reasonable adjustment to the Provider's remuneration commensurate with the Provider's contribution to the solution to the problem, provided that such changes and adjustments remain compliant with the Procurement Act.

21 Performance Indicators

21.1 Where it is stated in the Framework Particulars that this clause 21 applies, the Provider's contribution to progress in achieving certain of the Framework Objectives in the carrying out and completion of Tasks will be monitored and assessed by reference to the Performance Indicators stated or identified in the Framework Particulars.

21.2 The Provider will provide the Employer with such information and assistance as the Employer may reasonably require in order to assess the Provider's contribution to progress in achieving the Framework Objectives.

21.3 Upon completion and handover of the relevant Tasks the Employer will provide the Provider with a written report summarising the Employer's assessment of the Provider's performance against each of the Performance Indicators and the basis of each such assessment. Where and to the extent the Performance Indicators envisage a score and/or weighting being attributed to a given aspect or element of the Provider's performance, the Provider's performance will be scored and weighted accordingly and the aggregate scores set out in the Employer's report.

21.4 The Employer and Provider will jointly review the Employer's report with a view to:

21.4.1 identifying any aspects or elements of the Provider's performance which may have been overlooked;

21.4.2 identifying any aspects or elements of the Employer's performance, or that of other Project Participants, which may have had an adverse effect upon the Provider's performance;

21.4.3 ratifying the basis of assessment and, where applicable, scoring;

21.4.4 identifying any particular aspects or elements of the Provider's and/or the Employer's and/or other Project Participant's performance which could be improved upon; and

21.4.5 assessing whether the existing Performance Indicators have proved to be, and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the Provider's contribution to progress in achieving the Framework Objectives.

21.5 The Employer shall be entitled to disclose its report and discuss the Provider's performance with other Project Participants as it deems necessary and/or appropriate.

22 Framework End Date and termination

22.1 No Tasks with a likely programme of longer than 12 months (or such other time as shall be appropriate) shall be instructed in the final 3 months before the Framework End Date.

22.2 Either Party may terminate this Framework Agreement by giving the other Party at least one month's prior written notice of termination, provided that neither Party may give such notice at any time during the period of 12 months from the Framework Start Date. Unless such notice is withdrawn before the aforementioned notice period expires, this Framework Agreement will terminate upon expiry of such notice period.

22.3 Termination of this Framework Agreement will not in any way affect any Tasks that have been called-off before the Termination Date which the Parties will continue to perform as if the Framework Agreement had never been entered into.

22.4 Termination of this Framework Agreement will be without prejudice to any rights and/or remedies which may have accrued due to either Party prior to the Termination Date.

23 Settlement of disputes

Should any dispute or difference arise between the Parties under or in relation to this Framework

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Agreement:

23.1 where such dispute or difference involves matters which arise under and/or relate to any Tasks, such dispute or difference shall be resolved in accordance with the dispute resolution provisions of the relevant Underlying Contract (including, where applicable, the mediation, adjudication, arbitration and/or litigation provisions of such contract);

23.2 where the dispute or difference involves matters which arise under and/or relate to more than one Task the Parties shall be at liberty to agree that the dispute or difference shall be resolved together in accordance with the dispute resolution provisions of the Underlying Contract under which the Tasks were called-off (including, where applicable, the mediation, adjudication, arbitration and/or litigation provisions of such contract);

23.3 where the dispute or difference relates solely to this Framework Agreement and does not involve matters which arise under and/or relate to any Tasks then the dispute or difference shall be resolved in accordance with clauses 24 to 27, as applicable.

24 Mediation

24.1 Subject to clause 25, where a dispute or difference arises which relates solely to this Framework Agreement then either Party may suggest to the other that the dispute or difference be resolved by way of mediation and, upon being requested so to do, the other Party shall, within 7 days, indicate whether or not it consents to such mediation.

24.2 The mediator or method of selecting the mediator shall be a matter for agreement between the Parties and the aim of any mediation conducted shall be a consensual but binding settlement of the dispute or difference in question.

25 Adjudication

Where and to the extent clause 23.3 provides that a given dispute or difference should be resolved in accordance with clauses 24 to 27 of this Framework Agreement, either Party may at any time refer such dispute or difference to adjudication in accordance with the provisions of the Scheme except for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Framework Particulars.

26 Arbitration

26.1 Where Arbitration applies[3] then, subject to clauses 25 and 26.2, where and to the extent clause 23.3 provides that a given dispute or difference should be resolved in accordance with clauses 24 to 27 of this Framework Agreement, either Party may at any time refer such dispute or difference to arbitration in accordance with the provisions of the JCT 2024 edition of the Construction Industry Model Arbitration Rules. The Arbitrator shall be an individual agreed by the Parties within 14 days of the date of service of the notice of arbitration or, in the absence of agreement within that period, appointed on the application of either Party in accordance with Rule 2.3 by the person named in the Framework Particulars.

26.2 Any challenges to and/or enforcement of awards made by Adjudicators will be dealt with by way of legal proceedings, not by way of arbitration.

27 Legal proceedings

Subject to clause 25 and (where it applies) to clause 26, where and to the extent clause 23.3 provides that a given dispute or difference should be resolved in accordance with clauses 24 to 27 of this Framework Agreement, either Party may at any time commence legal proceedings in respect of such dispute or difference.

28 Applicable law and jurisdiction

This Framework Agreement shall be governed by and construed in accordance with the law of England and the English courts shall have jurisdiction over any dispute or difference that may arise.[4]

---

[3] See the Framework Particulars as to whether Arbitration applies.

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

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Framework Particulars

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

3.1

Tasks
(Insert details of Tasks covered by this Framework Agreement.)[5]

Supply and erect scaffolding across NFDC district from 2025-2029

[5] Continue on further sheets if necessary, which should be signed or initialled by or on behalf of each Party and then be annexed to this Framework Agreement.

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4.1

Tasks awarded under the Underlying Contract will be strictly based upon the Employer's operational demand and available budget funds.[6]

General information: This Framework Agreement and specified Underlying Contract are executed under hand at the framework commencement by both parties covering the entire 4 year framework timeline. Any call-off orders shall be subject to the Underlying Contract. **Scope:** This Framework Agreement covers "Tasks" for the duration of the framework term as set out in this clause 4.1 Please see the outcome specification (Annex 5) attached for more details. **Scheduling of Tasks**: Call-off Enquiries will be offered to each Supplier on a volume/rotation basis. The selection of volume lists used for rotation shall be:

• Enquiries relating to a single property;

• Enquiries relating to a group of adjoining properties.

Enquiries shall be offered on a need by need basis by Council Officers responsible for the commissioning of maintenance and repair activities to council property assets, requiring scaffolding provision for safe working at height.

Pricing: The pricing mechanism will be as per the menu price as submitted by the awarded Provider at tender stage, so that each Task on the fixed schedule can be easily and quickly priced. The Provider will be able to check and validate the menu price for each Task (an address etc.) to ensure the correct menu price has been applied.

Enquiry Form (See Annex 1): The Employers Contract Administrator will on a quarterly basis use the Rolling Schedule to initiate an "Enquiry Form" to the Provider for the fixed Tasks programme. The Provider will survey the sites listed in the Enquiry to confirm the menu price for each site/Task. The Cost for each site/Task will be calculated using the standard menu pricing schedule & SOR costs as per the framework Providers tendered rates. The Employer's Contract Administrator will check and validate the Enquiry response for correctness (including any clarifications with the Provider) and raise an "Order Form" toconfirm acceptance of the enquiry.

Order Form (See Annex 2): All Tasks carried out by the framework Provider under the Order Form will be subject to the terms and conditions of this JCT framework 2024 and the Underlying Contract. The Order Form will act as the Employers instruction to the framework Provider to proceed with the Task(s) at the agreed cost and timeline. The Order Form will be signed under hand by both parties prior to any Task(s) being commenced and be subject to the Underlying Contract.

Purchase Order: The Employer will provide an official Purchase Order number to the Provider to be cross referenced with the Order form.This will allow the Provider to submit invoices to be processed for payment as set out below. Note: Other ad-hoc special projects (e.g. non-Housing projects or those subject to a separate Quotation exercise) will be subject to separate Purchase Order(s) from the relevant Employer service.

Contract Management: The framework Provider will be required to provide a competent site manager in order to conduct the Tasks efficiently in order to meet the timescale and programme. A named person will be required to provide a tenant liaison service to communicate effectively with the residents keeping them informed on all aspects of Task programme and to deal with their queries/complaints.

Works Completion Certificate (Annex 4): This certificate is issued by the Employers Contract Administrator to confirm the Tasks at a specific plot of multiple plots (addresses) have been completed to the Employers specification. It also sets out the final agreed sums (based on menu price from Order Form plus any agreed added schedule of rate items or agreed variations). The Works Completion Certificate enables the Provider to submit an invoice

Invoicing the Employer: Invoices submitted by the Provider must quote the Works Completion Certificate reference and the Employers official "Purchase Order". Note: Any expenditure by the Employer under the Framework Agreement or specified Underlying Contract will only be sanctioned by the issue of an "Order Form" as set out in Annex 2.

[5]

Not applicable

4.4

Enquiry response time

5 working days days

[6] Do not complete where the Employer does not give such a guarantee.

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4.5

Pricing Documents

consist of

see appendix C3 pricing response
set out at Annex 3[7]

4.7.2

The underling contract terms governing the delivery of the specified Tasks will be JCT Minor Works Building Contract 2024

The Framework contractor shall have deemed to have read and made themselves familiar with the provisions of those forms of contract. The Underlying Contract will be signed at Framework commencement by both parties on the basis that: any expenditure by the Employer under the Underlying Contract will only be sanctioned by the issue of an 'Order From' (as set out in Annex 2) and the Provider acknowledging that any call-off is subject to the terms of the Underlying Contract

8.1

Framework Start Date

01/07/2025

21

Performance Indicators[8]

Clause 21
* applies

Performance Indicators
* are as follows

Performance Indicators
Are as follows

1.Quality & Programme
2. Contract Management

22.1

Framework End Date[9]

30th June 2027 (extendable by a further 2 years (in 1 year + 1 year increments).
or the Termination Date, whichever is the earlier

25

Adjudication[10]

[7] The Pricing Documents must set out a clear mechanism for the price to be calculated.

[8] See the Framework Agreement Guide.

[9] See the Framework Agreement Guide.

[10] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body.

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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

26

Arbitration
(If neither entry is deleted, clause 26 does not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings it must be stated that Arbitration applies.)

Arbitration
* applies

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 26. For any subsequently served notice of arbitration from any Party under clause 26, 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:

List of Annexes

1 Enquiry
2 Order
3 Pricing Documents
4. Works Completion Certificate
5. eiTT and Tender Response Form

The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

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Attestation

Note on Execution

This Framework Agreement should be executed by both the Employer and the Provider either under hand or as a deed.

Execution under hand

If this Framework 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 Framework 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 Framework 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.

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Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of the Employer

Russell Palmer

in the presence of:

S.Tuffin

S.Tuffin (Jul 2, 2025 07:35 GMT+1)

witness' signature

S.Tuffin

witness's name

witness's address

Signed by or on behalf of the Provider

in the presence of:

C R Tarvin

C R Tarvin (Jun 27, 2025 14:27 GMT+1)

witness' signature

C R Tarvin

witness's name

witness's address

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Annex 1 Enquiry

From: Employer _____

To: Provider _____

Date: _____

Dear Sirs

Tasks to be carried out under Framework Agreement between us dated _____

_____ ("the Framework Agreement")

We refer to the Framework Agreement. Where the context so allows, terms used in this Enquiry shall bear the same meaning as in the Framework Agreement.

In accordance with the Framework Agreement we enclose the following details relating to specific Tasks that we are considering calling-off:[12]

_____

_____

_____

_____

We also enclose draft Recitals, Articles and Contract Particulars which will form part of the Underlying Contract setting out the specific details applicable to the relevant Tasks, which should be read in conjunction with the Underlying Contract.

Please let us have your proposals for the pricing of these Tasks in accordance with the Pricing Documents and your proposals for the completion of the draft Recitals, Articles and Contract Particulars.

Yours faithfully

[12] State the document(s) which describe the Tasks to be carried out, e.g. Contract Drawings, Bills of Quantities, Specification, Work Schedules etc.

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Draft Recitals, Articles and Contract Particulars

[Attach relevant documents to form the Recitals, Articles and Contract Particulars.]

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Annex 2 Order

From: Employer _____

To: Provider _____

Date: _____

Dear Sirs

Tasks to be carried out under Framework Agreement between us dated _____

_____ ("the Framework Agreement")

Description of Tasks being called-off:

_____

_____

_____

_____

We refer to the Framework Agreement. Where the context so allows, terms used in the Enquiry and this Order shall bear the same meaning as in the Framework Agreement.

Following your response to our Enquiry, please carry out the Tasks described above in accordance with this Order.

The Tasks will encompass the works/services set out in the enclosed Recitals, Articles and Contract Particulars to the Underlying Contract and be carried out in accordance with the Underlying Contract and the Framework Agreement. The terms of the Underlying Contract shall apply to the Tasks instructed by this Order as if a separate Underlying Contract executed under hand/as a deed[13] had been entered into between us in respect of them.

This Order is prepared in duplicate. Please execute the duplicate of this Order executed under hand/as a deed[13] as an acknowledgement of its terms and return it to us before commencing the Tasks described above.

Yours faithfully

On copy only

We acknowledge the terms of this Order

[Execution provisions]

[13] Delete as appropriate.

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Annex 3 Pricing Documents

[Attach the Pricing Documents referred to in the Framework Particulars.]

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SWEET & MAXWELL

THOMSON REUTERS

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DATED 2025

(1) NEW FOREST DISTRICT COUNCIL

– and –

(2) S&K SCAFFOLDING

DATA PROCESSING AGREEMENT

This Agreement is made the 02 day of July 2025

Between:

(A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA ("the Council");

(B) **S&K Scaffolding** Company No:4038978) whose registered office is 3000a Parkway, Whiteley, Hampshire. PO15 7FX ("Supplier").

BACKGROUND

(C) The Council and the Supplier entered into an agreement related to Design, Supply, Erection and Hire of Independent Scaffolding ('Master Agreement') on 01/07/2025 (as amended by the Parties from time to time) that may require the Supplier to process Protected Data on behalf of the Council.

(A) This Agreement governs all processing of Protected Data undertaken by the Supplier under and in connection with the Master Agreement.

1. DEFINITIONS

1.1 In this Agreement:

"Agreement"	means this contract between the Council and the Supplier;
"Commencement Date"	means the date of this Agreement;
"Controller"	has the meaning given in applicable Data Protection Laws from time to time;
"Data Protection Laws"	means all applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either Party or the Services, including: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); (d) any laws which implement or supplement any such laws; (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (f) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data

	Protection Laws (in each case whether or not legally binding);
"Data Protection Supervisory Authority"	means any regulator, authority or body responsible for administering Data Protection Laws;
"Data Subject"	has the meaning given in applicable Data Protection Laws from time to time;
"International Organisation"	has the meaning given in applicable Data Protection Laws from time to time;
"Party"	means the Supplier or the Council (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given in applicable Data Protection Laws from time to time;
"Personal Data Breach"	has the meaning given in applicable Data Protection Laws from time to time;
"Processing"	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);
"Processing End Date"	means in respect of any Protected Data, the earlier of: (a) the end of the provision of the relevant Services related to the processing of such Protected Data; or (b) once processing by the Supplier of such Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement;
"Processor"	has the meaning given in applicable Data Protection Laws from time to time;
"Protected Data"	means Personal Data received from or on behalf of the Council, or otherwise obtained in connection with the performance of the Supplier's obligations under this Agreement;
"Services"	means the services to be supplied by the Supplier to the Council under the Master Agreement comprising supply and erect scaffolding across NFDC district**Error! Reference source not found.**;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in

	the performance of the Supplier's obligations under the Agreement;
"Sub-Processor"	means any Processor engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data;
"UK GDPR"	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 Unless otherwise expressly stated in this Agreement:

1.2.1 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.

1.2.2 The Supplier's obligations and the Council's rights and remedies under this Agreement are cumulative with, and additional to, one another.

2. CONFLICTS

2.1 Unless otherwise expressly stated in this Agreement, in the event of any conflict or inconsistency between different parts of this Agreement or between this Agreement and the Master Agreement, the following descending order of priority applies: (a) the terms and conditions in the main body of this Agreement (highest priority); (b) the Schedule of this Agreement; (c) the Master Agreement, and subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

2.2 The Supplier's obligations and the Council's rights and remedies under this Agreement are without prejudice and additional to the Supplier's obligations and the Council's rights and remedies under the Master Agreement.

3. COMPLIANCE WITH DATA PROTECTION LAWS

3.1 The Parties agree that the Council is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement.

3.2 The Supplier shall, and shall ensure the Sub-Processors and each of the Staff shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Council (or any other person) to be in breach of any of the Data Protection Laws.

3.3 Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3.4 Nothing in this Agreement (or in the Master Agreement) affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the UK GDPR or in any equivalent Data Protection Laws) against the Council, the Supplier or any Sub-Processor.

4. SUPPLIER INDEMNITY

4.1 The Supplier shall indemnify and keep indemnified the Council against:

4.1.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under this Agreement; and

4.1.2 all amounts paid or payable by the Council to a third party which would not have been paid or payable if the Supplier's breach of this Agreement had not occurred.

5. INSTRUCTIONS

5.1 The Supplier shall only process (and shall ensure Staff only process) the Protected Data in accordance with Schedule 1 and the Council's written instructions from time to time (including with regard to any transfer to which clause 10 relates) except where otherwise required by applicable law (and in such a case shall inform the Council of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2 The Supplier shall immediately inform the Council if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

5.3 The Supplier shall retain records of all instructions relating to the Protected Data received from the Council.

6. SECURITY

6.1 The Supplier shall, at all times, implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Schedule 1 and shall reflect the nature of the Protected Data.

6.2 Except as agreed by the Parties by way of a binding variation of this Agreement, the Supplier may not make any change to the security measures it applies to the Protected Data from time to time to the extent any such change would conflict with the provisions of this Agreement.

7. SUB-PROCESSING AND PERSONNEL

7.1 The Supplier shall not permit any processing of Protected Data by any agent, sub-contractor, Sub-Processor or other third party (except its own Staff that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that third party by the Council that takes effect by way of a binding variation to this Agreement and only then subject to such conditions as the Council may require.

7.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.

7.3 The Supplier shall, prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint the relevant Sub-Processor under a binding written contract containing the same obligations as under this Agreement in respect of Protected Data and that (without prejudice to, or limitation of, the foregoing):

7.3.1 includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and

7.3.2 is enforceable by the Supplier,

and ensure each such Sub-Processor is at all times subject to a binding written contract that complies with such terms and that each Sub-Processor complies with all such obligations.

7.4 The Supplier shall remain fully liable to the Council under this Agreement for all the acts and omissions of each Sub-Processor and each of the Staff as if they were its own.

7.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:

7.5.1 adequately trained on compliance with this Agreement as applicable to the processing;

7.5.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; and

7.5.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential.

7.6 The Supplier shall promptly provide all relevant details concerning, and a copy of, each agreement with a Sub-Processor to the Council on request.

7.7 The Supplier shall immediately cease using a Sub-Processor upon receiving written notice from the Council requesting that the Sub-Processor ceases processing Protected Data for security reasons or concerns about the Sub-Processor's ability to carry out the relevant processing in compliance with Data Protection Laws or this Agreement.

8. ASSISTANCE

8.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organisational

measures) as the Council may require in relation to the fulfilment of the Council's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws).

8.2 The Supplier shall (at its own cost and expense) promptly provide such information, co-operation and other assistance to the Council as the Council requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Council's obligations under Data Protection Laws, including with respect to:

8.2.1 security of processing (including with any review of security measures);

8.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);

8.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and

8.2.4 any remedial action and/or notifications in response to any Personal Data Breach and/or any complaint or request relating to either Party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Council's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

9. DATA SUBJECT REQUESTS

The Supplier shall (at no cost to the Council) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Council which relate (or which may relate) to any Protected Data promptly (and in any event within 2 Working Days of receipt) and shall not respond to any without the Council's express written approval and strictly in accordance with the Council's instructions unless and to the extent required by applicable law.

10. INTERNATIONAL TRANSFERS

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Council (which may be refused or granted subject to such conditions as the Council deems necessary).

11. RECORDS

11.1 The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Council. Such records shall include all information necessary to demonstrate both Parties' compliance with this Agreement, the information referred to in Articles 30(1) and 30(2) of the UK GDPR and such other information as the Council may reasonably require from time to time.

11.2 The Supplier shall make copies of such records under clause 11.1 available to the Council promptly (and in any event within 10 Working Days) on request from time to time.

12. AUDIT

12.1 The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to the Council (at the Supplier's cost) such information as is required to demonstrate the Supplier's and the Council's compliance with their respective obligations under this Agreement and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Council (or another auditor mandated by the Council) for this purpose at the Council's request from time to time.

12.2 The Supplier shall provide (or procure) access to all relevant premises, systems, Staff and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 3 Working Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

13. BREACH

13.1 The Supplier shall promptly (and in any event within 24 hours) notify the Council if it (or any of the Sub-Processors or the Staff) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.

13.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as the Council requires to report the circumstances referred to in clause 13.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under the Data Protection Laws.

14. DELETION/ RETURN

14.1 Subject to clause 14.2 the Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) within not less than 2 Working Days and not more than 4 Working Days of the relevant Processing End Date securely delete the Protected Data (and all copies) except to the extent that storage of any such data is required by applicable law (and, if so, the Supplier shall inform the Council of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).

14.2 The Supplier shall (and shall ensure that each of the Sub-Processors and Staff shall) promptly comply (in a secure manner) with any requests from the Council for the return or disclosure to the Council of any Protected Data in such form and by such manner as the Council reasonably requests, provided such request is received 2 Working Days of the relevant Processing End Date.

14.3 Within 2 Working Days of the date for performance of any obligation under clause 14.1, the Supplier shall notify the Council in writing:

14.3.1 with confirmation of the extent to which it has complied with all obligations under clause 14.1 to delete Protected Data;

14.3.2 if applicable, of the full details of any failure to comply with any obligation under clause 14.1 (in which case the Supplier shall notify the Council immediately once this has been corrected); and

14.3.3 if applicable, of the full details of any Protected Data that continues to be stored as required by applicable law (together with confirmation of the relevant law(s)).

15. CONFIDENTIALITY

15.1 Subject to clause 15.2, the Supplier shall keep confidential and shall not disclose to any other person the Protected Data except as expressly permitted under this Agreement. The Supplier may disclose Protected Data to the Staff and Sub-Processors on a need-to-know basis and only to the extent necessary for the purposes of this Agreement and in each case only to the extent such disclosure does not conflict with any other provision of this Agreement or the Master Agreement. To the extent the Supplier is permitted to disclose any Protected Data to any Sub-Processor or Staff it shall (without prejudice to any other obligation under this Agreement or the Master Agreement) do so under conditions of confidentiality substantially the same as in this clause 15.

15.2 Clause 15.1 shall not apply to information that is required to be disclosed in accordance with the law of the United Kingdom (or any part of the United Kingdom), in which case the Supplier shall, where practicable and not prohibited by the of the United Kingdom (or any part of the United Kingdom), notify the Council of any such requirement before such disclosure.

16. TERM

16.1 This Agreement is made in consideration of the respective promises of the Parties in this Agreement and the Master Agreement. Each Party warrants to the other that it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement.

16.2 This Agreement shall start on the Commencement Date and shall continue indefinitely unless terminated in accordance with its terms.

16.3 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination.

16.4 The Supplier's obligations and Council's rights under this Agreement shall survive termination or expiry of this Agreement and continue indefinitely.

17. ENTIRE AGREEMENT

17.1 This Agreement together with the Master Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

17.2 Each Party acknowledges that it has not entered into this Agreement (nor the Master Agreement) in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or the Master Agreement.

17.3 Nothing in this Agreement (nor the Master Agreement) shall limit or exclude any liability for fraud.

18. NOTICES

18.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class post or recorded delivery to the address of the relevant Party set out above or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

18.2 Notices served by personal delivery shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. Notice served by first class post or recorded delivery shall be deemed to have been given 2 Working Days after the date on which the notice was posted unless the notice has been returned as undelivered.

19. FURTHER ASSURANCE

The Supplier shall at the request of the Council do all acts and execute all documents which are necessary to give full effect to this Agreement.

20. VARIATION

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

21. ASSIGNMENT

The Supplier may not assign, transfer or encumber any right or obligation under this Agreement, in whole or in part, without the Council's prior written consent.

22. SEVERANCE

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23. WAIVER

23.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

23.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

23.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

24. CUMULATIVE RIGHTS

The rights and remedies provided for in this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise provided by law or in equity. No exercise by a Party of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

25. COSTS AND EXPENSES

Unless otherwise expressly stated, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement.

26. THIRD PARTY RIGHTS

No one other than a Party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

27. GOVERNING LAW

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

28. JURISDICTION

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Agreed by the Parties on the date set out at the head of this Agreement.

Signed for and on behalf of

NEW FOREST DISTRICT COUNCIL

Russell Palmer

Signature: …….

(print Name:) Russell Palmer ……

Position: Maintenance Manager on behalf of NFDC ……

Signed for and on behalf of

S&K Scaffolding

Signature: ……..

(print Name:) Craig Sweeney

Position: Managing Director

Schedule 1

DATA PROCESSING AND SECURITY DETAILS

PART A
Data Processing Details

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Schedule.

1. SUBJECT MATTER OF PROCESSING

For the performance of the Services.

2. DURATION OF THE PROCESSING

The Processing shall take place until the Processing End Date.

3. NATURE AND PURPOSE OF THE PROCESSING

The nature of the Processing is using tenant details

The purpose of the Processing is to make contact for appointments

4. TYPE OF PERSONAL DATA

Names, addresses, emails and telephone numbers

5. CATEGORIES OF DATA SUBJECTS

Tenants names, addresses, contact details

PART B
Minimum Technical and Organisational Security Measures

1. Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:

1.1. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the UK GDPR.

1.2. Without prejudice to its other obligations, including as appropriate:

1.2.1 encryption of data in transit by using suitable encryption solutions such as using https;

1.2.2 encryption of data at rest on all devices, including portable devices, using suitable encryption solutions;

1.2.3 only accessing data remotely using secure networks;

1.2.4 use of multi-factor authentication for internet facing systems;

1.2.5 timely decommissioning and secure wiping (that renders data unrecoverable) of old software and hardware;

1.2.6 secure disposal of hard copy documents;

1.2.7 completing regular software updates to all hardware and software;

1.2.8 real-time protection anti-virus and anti-malware software and web filtering on all systems;

1.2.9 firewalls and intrusion detection and prevention systems at the network edge;

1.2.10 the use of user access control management, including username and password restrictions, and audit logs;

1.2.11 enforcing unique passwords of sufficient complexity and regular expiry on all devices;

1.2.12 the use of data backup and disaster recovery measures and procedures;

1.2.13 procedures to ensure modifications to any systems, software or hardware are managed to ensure the ongoing confidentiality, integrity, availability of all data;

1.2.14 implementation of relevant policies covering Information Security, Data Protection, Bring Your Own Device, Acceptable Use and Clear Desk;

1.2.15 regular training of all Staff on confidentiality, data processing obligations, identification of Personal Data Breaches and risks;

1.2.16 suitable physical controls in place to protect data, networks and premises such as physical security on premises including reception or front desk, security passes, storage of documents in secure cabinets, secure disposal of materials, CCTV.

1.2.17 annual testing to assess and evaluate the effectiveness of the security measures set out in this paragraph 1.2 of this Schedule.

ORDER FORM

Annex A

SCAFFOLD FRAMEWORK ORDER FORM

Requisitioning Officer:	Tel: (023) 8028 5588 Mobile:
Job Order No:	Date:

Tenants Name:				
Address: (Site Address)				
Telephone:				
Access Details:				
Duration:	Less than < 7 Days	Anticipated Duration in Days		
	More than > 7 days	Anticipated Duration in Days	Inspection Regime: *Every 7 days*	Inspection Responsibility:

Full description of Work: *Scaffolding to replace vertical flue through the roof* Anticipated load m2:					
Duty: (if known)	Class (delete as required)	1	2	3	4
				(Orange) General Purpose	
Permanent isolation required: (44mm Haras fencing or equal)					*Yes*
Method of access:		*Yes*	**Ladder** (Unless stated below)		
Lifting equipment:		*no*	**Gin Wheel** (Unless stated below)		
Working Platform Height Required:					

Special Details: (access/egress issues, passageway/corridor width. Stairs, Overhead Power/Telephone Lines, Satellite Dish, hoist, chutes?)	
Scaffold must be in place for work on date of:	

Is adjacent property in Council ownership?	*Yes*	*No*
Have you viewed the warning markers list?	*Yes*	*No*
Asbestos Survey attached?	*Yes*	*No*

RFQ FORM

Annex B

REQUEST FOR QUOTATION (RFQ) THIS QUOTE MUST BE RETURNED WITHIN 5 DAYS WITH PRICE AND LEAD TIME FILLED IN	
(To be completed by NFDC requester)	
N.F.D.C. PROPERTY DETAILS:	
OFFICER REQUESTING THE QUOTE:	
BLOCK:	
PROPERTY NUMBER:	
ROAD:	
POSTCODE:	
AREA: 1	
JOB NO:	
VIP:	
(To be completed by NFDC requester)	
N.F.D.C. DESCRIPTION OF WORK REQUIRED:	
(To be completed by Sub-Contractor)	
SUB-CONTRACTOR COMPANY NAME:	
SUB-CONTRACTOR COMPANY CONTACT:	
SUB-CONTRACTOR PHONE NUMBER:	
SUB-CONTRACTOR COMPANY EMAIL:	
SUB-CONTRACTOR QUOTE REF. NUMBER:	
ANTICIPATED START DATE:	
ANTICIPATED COMPLETION DATE:	
TODAYS DATE:	

Appendix B – Project Brief - Outcome Specification

PLEASE RETURN TO:	

(To be completed by Sub-Contractor)
SUB-CONTRACTOR DESCRIPTION OF WORK QUOTED FOR:

QUOTATION TOTALS:	
LEAD TIME: Needs to be filled in	
PLEASE ENSURE WORKS ARE CARRIED OUT WITHIN THE AGREED LEAD TIME, IF ANY PROBLEMS	
ARISE, PLEASE CALL THE SURVEYOR, WHO CAN AMENDED THE LEAD TIME.	
PLEASE NOTE – PO'S WILL BE CLOSED DOWN 30 DAYS AFTER THE LEAD TIME EXPIRES.	

WORK COMPLETION CERTIFICATE

Annex C

NFDC Project Title or the provision of Framework for the Design, Supply, Erection and Hire of Independent Scaffolding

Evidence of Works Completion

TO BE COMPLETED BY CONTRACTOR

Date Commenced:	Date Completed:
Site Address:	NFDC RFQ No:
Type of Work:	Work Location & Area:
Contractors Name:	NFDC Purchase Order No:

Before Photos
Insert photographic evidence here;
Brief Description of remedial works.

After Photos

Insert photographic evidence here;
Brief Description works undertaken:

Contractors Supervisor Signature:	Date:

Appendix C2 – Cost Service Quality Response Form

Instructions for Tenderers: Please complete in full and upload as part of your response by the close date specified in the Quotation. **Note:** When uploading your responses please amend the filename to add your Company Name (Supplier Name).

The tenderer shall provide information on the method and approach to be taken as to how the services set out in **Appendix B - Specification** will be delivered in line with the **Appendix A - Contract Terms.** Please provide a response to EACH section in the response table below (>>) making a cross reference to any additional sheets or information requested in the relevant question.

Evaluation Scoring: The scoring method employed by the Councils evaluation team is detailed in the **"Guide for Tenderers"** issued as part of the tender documentation pack. ALL Questions will be scored using the 10-point scoring method unless stated otherwise.

Failure to complete this Form will invalidate your tender response.

Tender Title
Framework for the Design, Supply, Erection and Hire of Independent Scaffolding
Your Company Name
>S & K Scaffolding Ltd.>
Address
> Lotus House, Deer Park Farm Industrial Estate, Knowle Lane, Fair Oak, Southampton, SO50 7DZ >
E-Mail
>info@sandkscaffolding.co.uk >
Contact Name and Telephone Number
>Craig Sweeney – 01794 324768>

Company Registration No.
>04038978>

Cost Element – 40%

CO1.	Tendered Cost	40%

Tenderers: The evaluation of the **Tendered Cost** element will set the lowest compliant bid (that delivers the outcome specification in full) as the benchmark to which other bids will be compared pro-rata.

Fixed price quotation for delivery of services in line with the project specification and contract conditions.

Note: All bids evaluated MUST deliver the outcome specification in full.

Response

Please complete both sheets of **Appendix C3 – Sheet App C3 Tendered Costs and Sheet SOR Costs**

Please use the space below to provide full details of your fixed price quotation including explanatory details as to how your costs have been calculated to deliver our outcome specification.

>

What's Included in Our Price

- Initial Site Visit and Survey
  Carried out before pricing—this allows us to check access, measure up and flag any potential issues early on. There's no extra charge for this.

- Scaffold Erection
  Priced according to the framework rates based on scaffold type, height, and location. Includes all labour, materials, transport and supervision.

- RAMS (Risk Assessments & Method Statements)
  Site-specific documents are provided ahead of works starting, tailored to the job and included within price.

- Resident Liaison (including vulnerable residents)
  If we're given contact details, our admin team will call residents before works begin. On site, our team will always introduce themselves and check for access issues or concerns. This is part of our standard service.

- Weekly Scaffold Inspections
  Once up, all scaffolds are inspected every 7 days by one of our advanced scaffold inspectors, costs as per framework.

- Dismantling (Strike)
  Included in the original erection cost. We aim to dismantle within 5 working days of the request, although we know the Council allows up to 7.

- Handover & Completion Docs
  A handover certificate and photos are sent once the scaffold has been erected, and confirmation once it's been struck - all issued by email and saved electronically on the job file.

- Job Admin & Reporting
  Our office team keeps a live scaffold log and issues a single, itemised monthly invoice showing all completed work, in line with Appendix B.

How We've Calculated Our Costs
All pricing is taken directly from our framework rates. Adjustments are made as per the framework. For individual jobs - these are flagged up in advance during the site survey and agreed before works begin.

We've not added any extra admin charges, call-out fees, or uplifted prices. The quote reflects what it costs us to run the job properly, with trained staff, quality materials and full NASC compliance.

Notes/Assumptions
Our costs are based on the following:
- Normal weekday hours (Mon–Fri, 8am–5pm).
- We have clear access to the scaffold area at the agreed time.
- The scaffold type is standard (no complex designs like hanging or shoring).
- We're operating within the local area as covered by the framework.
- Weekly inspections are charged at the rate shown, and we'll liaise with the Council on any extension.

Extra requirements outside of this (e.g. out-of-hours work or special scaffold designs) can be priced separately as needed.

Why We Believe This Quote Offers Good Value
We've kept the pricing fair and straightforward, but that doesn't mean we cut corners. Our quote includes:
- Everything needed to run the job from start to finish.
- Proper communication with residents.
- Fast response times for erection and dismantle.
- Weekly safety checks included in the hire period.
- Fully qualified staff and a clear line of contact throughout.

We run an efficient, competent, well-managed business and oversee all jobs closely. This helps keep costs down while maintaining high standards across the board. >

Service Quality Elements – 60%

SQ1 – Experience Elements – 15%		
SQ1.1	**Organisation, Project Team & Associated Risks**	**10%**

Please describe how your organisation is set up to deliver the works required by the Council under this contract. This should include details of your operating facilities [e.g. depots, logistics', equipment assets.

Please set out your project team structure with summary CVs for project team members demonstrating relevant skills and experience of each including qualifications and accreditations held and previous experience team members have of working with each other.

Please describe your organisations management systems & processes to be used

with regard to:

· Risk Assessments & Method Statements

· Communications, staff training, development and retention, service delivery, performance monitoring, business continuity and financial control

Response

>

Established in 1980, S & K Scaffolding is a family-run business with over 40 years of experience delivering high-quality scaffolding services throughout the New Forest and surrounding areas. We employ 35-40 staff, including Directors, Managers, Advanced Scaffolders, Scaffolders, Yard Foreman, Drivers, Labourers, Apprentices, and Trainees. Over 70% workforce are fully qualified scaffolders, many of whom trained with us initially and have remained for years, creating a stable, skilled team. Remaining operatives all hold CISRS cards and are at various stages of their scaffold training.

Our operational structure ensures efficient delivery on all contracts. Each job is managed through the following hierarchy:

Director → Works/Office Manager → Site Chargehand → Operatives

Deployment is scaled according to project requirements but always includes at least a Director, Manager, and Chargehand with supporting operatives.

Key Staff

- Managing Director (joined 2010): Manages staff, quotations, H&S, and planning. Qualifications: NEBOSH Construction, Advanced Scaffold Inspection, System

Scaffold trained.

- Operations Director (joined 2010): Oversees jobs, planning, H&S, and customer liaison.
  Qualifications: Advanced Scaffolder, SSSTS, Scaffold Inspection, System Scaffold trained.

- Contracts Manager (Joined 2012): Oversees jobs, H&S, Scaffolding Inspection, customer relations

- Office Administrator (joined 2024): Coordinates clients, residents, RAMS, and administration.
  Qualified teacher

- Chargehands: Supervises quality on-site, liaises with clients, leads operatives.
  Qualifications: Advanced Scaffolders, SSSTS, First Aid, Asbestos Awareness, HGV.

We operate from two sites: our Head Office and yard in Fair Oak, and a secondary yard in West Wellow. All staff live within 30 minutes of either site, ensuring rapid deployment and local knowledge.

Service Delivery & Response
All jobs are scheduled to erect scaffolding two days before the client's “work start” date unless otherwise requested. Emergency response is available 24/7 via a dedicated contact number, with assessments and mobilisation arranged promptly.

Health & Safety
Site-specific Risk Assessments and Method Statements (RAMS), including COVID protocols, are issued prior to work commencement. Site specific toolbox talks are given to all operatives. Our Directors and Office Manager oversee H&S documentation, supported by a qualified NASC-approved external consultant, with regular reviews ensuring compliance and best practice.

Training & Development
Ongoing training ensures staff remain highly qualified and motivated. We invest in apprenticeships through CITB and provide additional training such, e.g. HGV, site supervisor courses, and funded qualification top-ups for trainees. All training is through CITB-approved providers.

Quality Assurance
Performance is monitored through photographic evidence, filed by the Chargehand, and supported by regular site visits from the Directors and Works Manager. This maintains high standards and strong communication across the team.

Financial Control & Continuity
With a long-standing reputation for quality, reliability, and fair pricing, we maintain strong financial controls and a proactive approach to business continuity. Our systems, staff, and experience position us as a dependable and professional scaffolding provider for this framework.>

SQ1.2	Reference Contracts	15%

Please list and describe up to 3 similar Contract(s) in terms of size and complexity that you have been appointed to or delivered within the 5 years (for works). Please provide Client referee contact details for each so a reference may be sought by the Council.

Please indicate the key aspects of "one" of your similar reference contracts listed above and fully describe how you approached the service provision.

Notes:

Reference contracts should NOT be any relating to New Forest District Council as it will not be scored. However, you are free to add a concise list of any prior NFDC contracts won, contact point and date as additional information only.

The Council may at its own discretion contact named referees to obtain feedback concerning the tenderers performance under the reference contracts.

Response

>

1. Southampton City Council, initial contact through claire.miller@southampton.gov.uk. The service provided to Southampton City Council is very similar to that required by the NFDC under the framework and involves a significant amount of scaffold work to council properties to enable tenancy repair work by the Council. The approach to the provision of this service is identical to our later response at 'SQ2. Methodology to deliver the Outcome Specification', with the exception that it is not under a framework agreement and a quotation is provided for each job and invoices are issued on an individual basis on the striking of scaffold/completion and not in a monthly consolidated form. On average we undertake between 20 and 50 jobs per month for this Council, and we are extremely experienced in the provision of this type of scaffold work. We have had this relationship for approx. 14 years now.

2. Trident Maintenance Services Ltd., contact Ashley Fleet at Ashley@tridentms.net. Contract sizes with this company vary greatly in size from residential properties to large commercial premises. Current residential contracts with Trident include scaffold to a number of council owned properties for re-painting, roofing, asbestos and window replacement works.

3. West End Group, contact Craig Barr at craigb@wec-group.co.uk. Contract sizes with this company also vary greatly and an example of a current contract on the other end of the scale to residential properties is scaffold provided for extensive refurbishment works.

For additional information, we are currently a supplier on the NFDC framework for provision of scaffold services and have a good working relationship with the Authority. Please contact Russell Palmer for feedback. >

SQ2 - Methodology & Project Management Element – 30%		
SQ2.1	**Methodology**	**15%**
Your proposed and specific methodology for undertaking all aspects of the requirement set out in the outcome specification **(Appendix B)**. Please include details of how you would mobilise, establish and manage the contract including any innovative approaches included in your proposal. Also to be included is your approach the service from receipt of call-off request through to end of works, your resident liaison, access procedures to homes including those where there may be vulnerable residents, and your complaints procedure.		
Response		
> **Initial Enquiry and Site Validation** When we receive an enquiry from the Requisitioning Officer, our first step is to carry out a validation survey of the site. This involves a visual inspection conducted by a qualified member of our team to assess access, ground conditions, obstructions, and any particular requirements based on the structure or the surrounding area. Following this survey, we confirm the price to NFDC via email, using the framework's agreed cost structure to ensure transparency and consistency in pricing. If variations from standard requirements are identified (e.g. out-of-hours work, complex access issues), these will be highlighted and priced accordingly within the framework's agreed terms. **Order Confirmation and Pre-Erection Preparation** Upon receipt of a formal order, an electronic job file is created in our system, containing all relevant information such as site address, Requisitioning Officer details, risk considerations, and expected erection date. The job is then scheduled into our works programme, with scaffold erection planned for 1 to 2 working days before the Council's nominated Work on Date to ensure readiness. Risk Assessments and Method Statements (RAMS) tailored to the site and scope of works will be emailed to the Requisitioning Officer in advance. These documents outline our risk mitigation strategies, safe working procedures, and identify site-specific risks, enabling all stakeholders to be confident in the planned works.		

Where resident contact details are provided, our office administration team will make a courtesy call to the resident in advance. This call confirms the intended scaffold erection date, checks for any access issues (e.g. locked gates, pets, or immovable items), and asks if there is anything we should be aware of. This is a vital step in ensuring smooth and respectful engagement with the public.

Scaffold Erection, Site Conduct and Handover
On the scheduled day, our scaffold operatives will attend the site to carry out the erection of the scaffold structure. Operatives are trained to make themselves known to the resident (where appropriate), which we believe helps establish trust and reduces any anxiety the resident may feel.

Once the scaffold has been safely erected, we will:
- Attach a Scafftag to the structure to indicate it has passed inspection and is safe for use.
- Email a Handover Certificate to the Requisitioning Officer, confirming the scaffold has been erected in compliance with all regulations and is fit for purpose.
- Capture photographs of the completed scaffold, which are then stored in the electronic job file for record-keeping and future reference.

Each scaffold site is added to a live internal log monitored by our administration and safety teams. This allows us to provide the Council with a current list of all scaffolds, their locations, statuses, and inspection history on request.

A weekly inspection (every seven calendar days) is carried out by a qualified Advanced Scaffold Inspector. Findings are documented, and any remedial work needed is actioned promptly.

Dismantling Process and Notifications
Strike (dismantling) requests should ideally be submitted by email. Verbal requests are accepted, but we will ask for written confirmation to maintain accurate records and traceability.

Our standard turnaround for scaffold striking is within five working days, which is comfortably within the Council's seven day expectation. We always aim for an efficient response time, especially where works are complete, or urgent access is required.

Once the scaffold is struck and the site cleared, our administration team sends email confirmation to the Requisitioning Officer. Any relevant photos or notes (e.g. damage, restricted access) are logged in the job file.

At the end of each month, a consolidated invoice is issued, detailing all completed works in accordance with the Council's Appendix B documentation. This provides a clear, itemised overview of all jobs for the period.

Resident Liaison and Vulnerable Residents
We place a strong emphasis on respectful, clear communication with all residents. For every job where contact details are provided, a courtesy call is made prior to scaffold erection. During this call, we:

- Confirm the erection date and time.
- Ask about access arrangements.
- Offer the resident an opportunity to flag any concerns.

All operatives are briefed before attending site and encouraged to introduce themselves on arrival where appropriate. We find that this simple gesture builds trust and helps reduce complaints or misunderstandings.

In cases involving vulnerable residents, our procedures are adapted. This may include more detailed pre-visit briefings for operatives, additional checks by our admin team, or liaising closely with Council officers to understand specific needs. Any additional safeguarding or access requirements will be integrated into our risk assessments and work plan.

Although internal access is rarely needed, our COVID-19 Risk Assessment (which continues to guide best practice) is followed on all jobs. Operatives are equipped with full PPE, sanitising materials, and trained to minimise contact or disturbance when working near occupied homes.

Complaints Management Procedure
We take all complaints seriously and aim to resolve any issues quickly and fairly.

If a complaint is received—whether from the resident, the Requisitioning Officer, or another stakeholder—it is escalated immediately to one of our Directors. Our investigation process includes:
1. Contacting the Requisitioning Officer for full context.
2. Interviewing the operatives involved.
3. Reviewing photographic records, job notes, and inspection logs.
4. Contacting the complainant directly (via phone or site visit) to understand their experience and agree on a resolution.

In cases where damage is caused or items need replacing, we act quickly to provide recompense or resolve the matter. Our aim is to restore confidence in the service and protect the Council's reputation as well as our own.

We are also proactive in identifying issues before they escalate. Operatives are instructed to report damage, obstructions, or unusual resident behaviour to our office immediately. If appropriate, they also inform the resident directly to explain what has happened and what will be done to address it. The Requisitioning Officer is then notified so they are prepared for potential follow-up.

This approach has resulted in an extremely low complaint rate and a high degree of trust from our Council partners.>

SQ2.2	Scenario	10%

Please set out your approach to the following scenario.

How would you deal with erecting scaffolding in front of a block of flats where there is a high level of anti-social activity both during the day and night, this would include the

Health and Safety of unmanned equipment and unauthorised access to the scaffolding.
Response
> **Planning and Site Assessment** Before any scaffold is erected, we carry out a detailed site assessment. This includes looking at the layout of the area, identifying risks such as poor lighting, isolated entrances, or areas where people might gather, and planning how best to manage them. We also liaise with the Requisitioning Officer, housing officers, or site managers to understand any recent issues and factor those into our planning. This helps ensure we've considered all practical concerns before starting. **Securing the Scaffold** Scaffold security is key in these situations. To reduce the risk of unauthorised access or tampering, we implement the following measures: - Remove or lock ladders at the end of each working day to prevent access. - Use ladder guards and/or base-level fencing to the perimeter of the scaffold where needed. - Fit protective sheeting or hoarding to limit visibility and discourage climbing. - Design scaffold layouts carefully to avoid easy footholds at low levels. - Avoid leaving partially built scaffold overnight, completing works in one go where possible. - If required, and deemed to be necessary, include within the quotation a provision for scaffold alarms and/or cameras with full signage as a deterrent. If a job requires short access periods in a particularly difficult location, we may look at daily build-and-strike or mobile access options instead. **Tools and Materials Management** We never leave tools or loose materials on site overnight. Our operatives take everything away at the end of the day or secure it in locked containers where feasible. Deliveries are timed to align with when the scaffold is actually being erected—so materials don't arrive early and sit unattended. On longer jobs, and where there's space, we can fence off a temporary storage area or use lockable site boxes. **Health and Safety Precautions** Working in areas with high levels of anti-social behaviour means additional risks to health and safety. To manage these, we prepare a full site-specific Risk Assessment and Method Statement (RAMS) that takes into account not just standard hazards, but also the risk of vandalism, unauthorised access, and community tensions.

Our team are briefed before arriving on site so they know the situation, how to handle any issues calmly, and what the procedure is if something doesn't feel right. We'll only carry out work where we're satisfied it's safe to do so.

Resident Communication
In any residential setting, we aim to give residents a clear understanding of what's happening and when. If contact details are provided, our admin team will get in touch with the resident ahead of scaffold erection to explain the timing, check access, and answer any questions.

On the day of erection, our operatives introduce themselves where appropriate. This simple step helps residents feel informed and more at ease, which often reduces concerns or complaints.

Ongoing Monitoring and Quick Response
All erected scaffolds are logged and inspected at least once every seven days by a trained safety inspector. In higher-risk areas, we often carry out more frequent checks, especially early on.

If we're informed of any concerns—whether by the Council or by a resident—we'll respond quickly. If necessary, we'll attend site to carry out modifications, strengthen security, or even strike the scaffold early if there's a serious concern.
We also encourage our operatives to report anything out of the ordinary directly to our office as soon as possible so we can act on it straight away.>

SQ2.3	Project Management	5%

Please set out your approach to Project Management to deliver a quality assured outcome. Provide a Project Plan covering all activities, tasks, resources, etc. from award of contract through to delivery of the solution proposed in the specification.

The Project Plan should clearly illustrate how your methodology will deliver the proposed solution required by the Councils specification.

The Project Plan can be a separate attachment however, a written narrative explaining your approach and the benefits it delivers should be included below.

Note: Please cross reference any attachment and clearly label your attachment <<Company Name_SQ2.3 Project Management>>

Response

>

Our approach to project management is built around clear communication, good planning and direct accountability at every stage. We keep things simple, structured

and reliable, making sure scaffolding is delivered safely, on time and with minimal disruption to residents or the council team.

The below outlines our project management approach to delivering scaffolding services in accordance with the Council's specification. The plan covers all phases from award of contract through to successful completion, with a focus on quality assurance, resident liaison, health and safety, and reliable service delivery.

1. Project Phases and Key Activities

- Contract Award
  - Assign dedicated Contracts Manager/Director
  - Review contract terms and service standards

- Mobilisation
  - Set up internal systems and Council scaffold log
  - Hold start-up meeting with Council representatives
  - Confirm contact protocols and reporting lines

- Job Enquiry Received
  - Conduct site validation survey
  - Prepare and send quotation based on framework rates

- Order Confirmation
  - Schedule works into programme
  - Create electronic job file
  - Issue RAMS to Requisitioning Officer

- Pre-Erection Liaison
  - Contact residents (if contact info available)
  - Confirm access and any specific concerns

- Scaffold Erection
  - Erect scaffold in line with TG20:21 and SG4:22 standards
  - Apply Scafftag, take photos
  - Issue Handover Certificate to Council

- Weekly Inspections
  - Carried out by Advanced Scaffold Inspector
  - Logged and tracked in admin system

- Dismantling (Strike)
  - Strike within 5 working days of request
  - Send confirmation and update scaffold log

- Invoicing
  - Prepare monthly consolidated invoice
  - Include job-level detail and supporting records

2. Key Roles and Resources
- Contract Manager: Primary point of contact; oversees all delivery.
- Admin Team: Manages job files, RAMS, resident contact, scaffold logs, and invoicing.
- Scaffold Operatives: CISRS-trained/qualified, supervised on-site, follow all safety protocols.
- Advanced Scaffold Inspector: Carries out weekly scaffold inspections and quality audits.
- Directors: Provide oversight, handle escalations, and maintain service standards.

3. Quality Assurance & Risk Management
- All scaffolds erected to TG20:21 and SG4:22 standards.
- Site-specific RAMS produced for every job.
- Weekly inspections recorded and filed.
- Operatives trained in safety, resident engagement, and reporting issues.
- Complaints or damage handled by a Director for fast resolution.
- Full photographic records kept on file for every job.

4. Flexibility & Contingency Planning
- Jobs can be scheduled at short notice where needed.
- Operatives are briefed daily and can adapt to site-specific risks.
- Resident access or vulnerability issues are flagged in advance.
- Additional inspections or scaffold adjustments can be carried out promptly.

This project management approach ensures that every scaffold job is delivered safely, efficiently, and in line with Council expectations. Our direct management structure, reliable systems, and experienced team mean we can consistently provide a high standard of service with minimal disruption to residents or Council teams.>

SQ3 – Climate & Nature Emergency – 5%		
SQ3.1	**Environmental Impact of your proposal**	**5%**

On 6 October 2021 NFDC declared a climate change and nature emergency for the district at our meeting of full Council. The announcement builds on our environmental and sustainability actions to further focus on outcomes that will provide positive benefits to the world-wide climate change agenda.

See NFDC Website:
https://newforest.gov.uk/article/3112/Climate-change

Tenderers are to set out below how their proposals would bring benefits to the Climate Change and Nature Emergency and specifically what innovations and improvements will be delivered from the start of contract and step changes to be delivered throughout the contract life cycle under the impact headings of;

- Nature
- Health
- Economic

- Social

Please specify how your organisation plans to measure climate & nature emergency mitigations along with targets you would deliver through the contract life cycle.

Response

>
At S&K Scaffolding, we're fully committed to doing our part to support the Council's response to the climate and nature emergency. We've already made significant changes to the way we work to reduce our environmental impact, and we're ready to build on that throughout the life of the contract.

Below we've outlined the benefits we bring across the four key areas, as well as how we'll track and improve our performance over time.

1. Nature
What we're already doing:
- Using 100% FSC-certified timber.
- Re-using scaffold fittings and recycling damaged boards.
- Protecting green areas during scaffold works using ground mats when needed.

Going further during the contract:
- Supporting local biodiversity schemes where appropriate.
- Planning nature-sensitive access routes with the Council.

2. Health
What we've got in place:
- Weekly inspections and scaffold standards to TG20:21 and SG4:22.
- Euro 6-compliant fleet for lower emissions.
- Full RAMS including health considerations.

Next steps:
- Introduce no-idling policy for vehicles.
- Use quieter scaffold systems in sensitive areas.
- Ongoing support for staff wellbeing and safety.

3. Economic
Our current contribution:
- Sourcing labour and materials locally.
- Providing fair, fixed pricing.
- Offering stable employment and training.

Looking ahead:
- Transition to hybrid/electric fleet starting 2025.
- Fully digital job system already in place.
- Open to working with NFDC on local employment schemes.

4. Social
Already part of our process:
- Contacting residents before works start.
- Courteous, tidy, and respectful operatives.
- Scaffold design considers access and disruption.

What we'll add:
- Climate and nature awareness training.
- Supporting local green and community initiatives.
- Continuing to adapt based on feedback.

Tracking and Targets
We'll track and report the following key areas of progress during the contract:

Area	How We Measure It	Current Position (2025)	Target by End of Contract
Fleet emissions	Vehicle records, mileage and fuel logs	100% Euro 6 diesel	50% hybrid/electric fleet
Timber sourcing	Supplier certification	100% FSC certified	Maintain 100% FSC certification
Scaffold waste	Tonnes disposed via licensed carrier	Tracked monthly	Reduce by 25%
Resident satisfaction	Contact logs and Council feedback	Informally tracked	90% positive feedback
Paper usage	Admin system metrics	Fully digital system in place	Maintain paperless operations
Biodiversity actions	Jobs near green areas flagged and protected	On request	100% compliance with protocols

We're already making solid progress on sustainability, and this contract gives us the chance to take that further. Our aim is simple: run a clean, safe, and respectful scaffolding service that supports NFDC's climate and nature ambitions - not just in words, but through our daily actions and long-term investment.>

SQ4 - Additional Information – (Not Scored)	
SQ4.1	**Conflicts of interest**
Do you consider that there could be any potential conflicts of interest in undertaking this work? How will they be managed?	
Response	
> There are no conflict of interests>	
SQ4.2	**Terms and conditions**
Do you accept the terms and conditions set out in Appendix A of the tender?	
Response	
> Yes>	

Appendix C3 - Tenderers Cost Response (Tendered Costs)

Multi-Contractor Framework for the design, supply, erection, hire and removal of independent scaffolding (Jul 25-29)

NOTES TO TENDERERS

Each tenderer shall enter their respective base cost bid for each Schedule of Rate item for the Total cost per hire (£/Period of hire not exceeding 2 weeks) **HIGHLIGHTED COLUMN A**

Each tenderer shall enter their respective base cost bid for each Schedule of Rate item for the Total cost per hire (£/Per additional week hire thereafter following the initial 2 week hire period) **HIGHLIGHTED COLUMN B**

The tendered Rates shall include for all costs of complying with the Provider's obligations under this Contract including preliminaries costs, Central Overheads and Profit.

The estimated Volumes **HIGHLIGHTED COLUMN C** are for tender analysis purposes ONLY and do not guarantee any volume of work under this Framework. Actual volume shall be driven by the Authorities operational demand and budget availability.

Each Tenderer shall enter their respective base cost (+/-) % for each consecutive year for the term of the Framework.

Tenderers MUST enter data into ALL **YELLOW HIGHLIGHTED** cells contained within this spreadsheet

The total tender sum (CELL W58) MUST be transferred to the Tenderers FORM OF TENDER (Appendix D)

Tenderer Name:

S&K Scaffolding Ltd.

FOR TENDER ANALYSIS ONLY

Multi-Contractor Framework for the design, supply, erection, hire and removal of independent scaffolding

Scaffolding Schedule of Rate Items (SOR)	Unit of Measurement	A: Total cost per Hire (£/Period not exceeding 2 weeks)				B: Total cost per Hire (£/Per week of hire thereafter)				C: Volume (estimated Hires p.a.) (Based on historic data) used for tender analysis ONLY	D: Sub Total Base cost (p.a.) A*C	E: Sub Total Base cost (p.a.) B	F: Total Base Cost £ (p.a.) D+E	Sub Total Base cost + (p.a.) A Yr. 2*C	Sub Total Base cost + (p.a.) B Yr. 2	Total Base Cost + £ (p.a.) Yr. 2	Sub Total Base cost + (p.a.) A Yr. 3*C	Sub Total Base cost + (p.a.) B Yr. 3	Total Base Cost + £ (p.a.) Yr. 3	Sub Total Base cost + (p.a.) A Yr. 4*C	Sub Total Base cost + (p.a.) B Yr. 4	Total Base Cost + £ (p.a.) Yr. 4
		01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029	01 July 2025 to 30 June 2029													
		Base Cost	Base Cost + %	Base Cost + %	Base Cost + %	Base Cost	Base Cost + %	Base Cost + %	Base Cost + %													
		Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 1	Yr. 2	Yr. 3	Yr. 4		Yr. 1	Yr. 1	Yr. 1	Yr. 2	Yr. 2	Yr. 2	Yr. 3	Yr. 3	Yr. 3	Yr. 4	Yr. 4	Yr. 4
			2.00%	4.00%	6.00%		2.00%	4.00%	6.00%													
C3.4.3.1 Re-inspection and Certification of single plot on each consecutive seventh day of hire	Item	£65.00	£66.30	£67.60	£68.90	£65.00	£66.30	£67.60	£68.90	63	£4,095.00	£65.00	£4,160.00	£4,176.90	£66.30	£4,243.20	£4,258.80	£67.60	£4,326.40	£4,340.70	£68.90	£4,409.60
C3.4.3.2 Re-inspection and Certification of 2 or multiple plots on each consecutive seventh day of hire	Item	£75.00	£76.50	£78.00	£79.50	£75.00	£76.50	£78.00	£79.50	6	£450.00	£75.00	£525.00	£459.00	£76.50	£535.50	£468.00	£78.00	£546.00	£477.00	£79.50	£556.50
C3.4.3.3 Removal, temporary storage/resiting, protection and subsequent reinstatement as required of TV, radio and telecommunication aerial, satellite dish and the like	Item	£190.00	£193.80	£197.60	£201.40	£0.00	£0.00	£0.00	£0.00	1	£190.00	£0.00	£190.00	£193.80	£0.00	£193.80	£197.60	£0.00	£197.60	£201.40	£0.00	£201.40
C3.4.3.4 Lighting and/or alarming where deemed necessary or appropriate and/or specifically directed by the Client Representative	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	10	£2,500.00	£0.00	£2,500.00	£2,550.00	£0.00	£2,550.00	£2,600.00	£0.00	£2,600.00	£2,650.00	£0.00	£2,650.00
C3.4.3.5 Independent tied scaffolding measured by the overall length of scaffold provided by height of the working platform measured from the ground level	m2	£14.50	£14.79	£15.08	£15.37	£0.00	£0.00	£0.00	£0.00	2975	£43,137.50	£0.00	£43,137.50	£44,000.25	£0.00	£44,000.25	£44,863.00	£0.00	£44,863.00	£45,725.75	£0.00	£45,725.75
C3.4.3.6 Provide, erect, maintain and clear away on completion dust proof screen	m2	£1.00	£1.02	£1.04	£1.06	£0.00	£0.00	£0.00	£0.00	1	£1.00	£0.00	£1.00	£1.02	£0.00	£1.02	£1.04	£0.00	£1.04	£1.06	£0.00	£1.06
C3.4.3.7 Provide, erect, maintain and clear away on completion external weatherproof screening	m2	£3.65	£3.72	£3.80	£3.87	£0.00	£0.00	£0.00	£0.00	1	£3.65	£0.00	£3.65	£3.72	£0.00	£3.72	£3.80	£0.00	£3.80	£3.87	£0.00	£3.87
C3.4.3.8 Provide, erect, maintain and clear away on completion internal dust screen for access door	Item	£1.00	£1.02	£1.04	£1.06	£0.00	£0.00	£0.00	£0.00	1	£1.00	£0.00	£1.00	£1.02	£0.00	£1.02	£1.04	£0.00	£1.04	£1.06	£0.00	£1.06
Chimney scaffold to chimney not exceeding 2000mm girth																						
C3.4.3.9 Over 3m and not exceeding 4m from ground level	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	1	£250.00	£0.00	£250.00	£255.00	£0.00	£255.00	£260.00	£0.00	£260.00	£265.00	£0.00	£265.00
C3.4.3.10 Over 4m and not exceeding 5m above ground level	Item	£450.00	£459.00	£468.00	£477.00	£0.00	£0.00	£0.00	£0.00	1	£450.00	£0.00	£450.00	£459.00	£0.00	£459.00	£468.00	£0.00	£468.00	£477.00	£0.00	£477.00
C3.4.3.11 Over 5m and not exceeding 6m above ground level	Item	£625.00	£637.50	£650.00	£662.50	£0.00	£0.00	£0.00	£0.00	1	£625.00	£0.00	£625.00	£637.50	£0.00	£637.50	£650.00	£0.00	£650.00	£662.50	£0.00	£662.50
Chimney scaffold to chimney 2000 – 3000mm girth																						
C3.4.3.12 Over 3m and not exceeding 4m from ground level	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	1	£250.00	£0.00	£250.00	£255.00	£0.00	£255.00	£260.00	£0.00	£260.00	£265.00	£0.00	£265.00
C3.4.3.13 Over 4m and not exceeding 5m above ground level	Item	£450.00	£459.00	£468.00	£477.00	£0.00	£0.00	£0.00	£0.00	1	£450.00	£0.00	£450.00	£459.00	£0.00	£459.00	£468.00	£0.00	£468.00	£477.00	£0.00	£477.00
C3.4.3.14 Over 5m and not exceeding 6m above ground level	Item	£625.00	£637.50	£650.00	£662.50	£0.00	£0.00	£0.00	£0.00	37	£23,125.00	£0.00	£23,125.00	£23,587.50	£0.00	£23,587.50	£24,050.00	£0.00	£24,050.00	£24,512.50	£0.00	£24,512.50
Tower scaffold with working platform 2m^2																						
C3.4.3.15 Over 2m and not exceeding 3 m from ground level	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	1	£250.00	£0.00	£250.00	£255.00	£0.00	£255.00	£260.00	£0.00	£260.00	£265.00	£0.00	£265.00
C3.4.3.16 Over 3m and not exceeding 4m from ground level	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	1	£250.00	£0.00	£250.00	£255.00	£0.00	£255.00	£260.00	£0.00	£260.00	£265.00	£0.00	£265.00
C3.4.3.17 Over 4m and not exceeding 5m from ground level	Item	£400.00	£408.00	£416.00	£424.00	£0.00	£0.00	£0.00	£0.00	1	£400.00	£0.00	£400.00	£408.00	£0.00	£408.00	£416.00	£0.00	£416.00	£424.00	£0.00	£424.00
C3.4.3.18 Over 5m and not exceeding 6m from ground level	Item	£450.00	£459.00	£468.00	£477.00	£0.00	£0.00	£0.00	£0.00	4	£1,800.00	£0.00	£1,800.00	£1,836.00	£0.00	£1,836.00	£1,872.00	£0.00	£1,872.00	£1,908.00	£0.00	£1,908.00
Tower scaffold with working platform 2m x 3m																						
C3.4.3.19 Over 2m and not exceeding 3 m from ground level	Item	£325.00	£331.50	£338.00	£344.50	£0.00	£0.00	£0.00	£0.00	1	£325.00	£0.00	£325.00	£331.50	£0.00	£331.50	£338.00	£0.00	£338.00	£344.50	£0.00	£344.50
C3.4.3.20 Over 3m and not exceeding 4m from ground level	Item	£350.00	£357.00	£364.00	£371.00	£0.00	£0.00	£0.00	£0.00	1	£350.00	£0.00	£350.00	£357.00	£0.00	£357.00	£364.00	£0.00	£364.00	£371.00	£0.00	£371.00
C3.4.3.21 Over 4m and not exceeding 5m from ground level	Item	£400.00	£408.00	£416.00	£424.00	£0.00	£0.00	£0.00	£0.00	1	£400.00	£0.00	£400.00	£408.00	£0.00	£408.00	£416.00	£0.00	£416.00	£424.00	£0.00	£424.00
C3.4.3.22 Over 5m and not exceeding 6m from ground level	Item	£450.00	£459.00	£468.00	£477.00	£0.00	£0.00	£0.00	£0.00	1	£450.00	£0.00	£450.00	£459.00	£0.00	£459.00	£468.00	£0.00	£468.00	£477.00	£0.00	£477.00
Extra Items																						
C3.4.3.23 Waste chute per storey	Item	£8.00	£8.16	£8.32	£8.48	£0.00	£0.00	£0.00	£0.00	1	£8.00	£0.00	£8.00	£8.16	£0.00	£8.16	£8.32	£0.00	£8.32	£8.48	£0.00	£8.48
C3.4.3.24 Tower Scaffold Over 6m	Item	£275.00	£280.50	£286.00	£291.50	£0.00	£0.00	£0.00	£0.00	1	£275.00	£0.00	£275.00	£280.50	£0.00	£280.50	£286.00	£0.00	£286.00	£291.50	£0.00	£291.50
C3.4.3.25 Access ladder	Item	£50.00	£51.00	£52.00	£53.00	£0.00	£0.00	£0.00	£0.00	1	£50.00	£0.00	£50.00	£51.00	£0.00	£51.00	£52.00	£0.00	£52.00	£53.00	£0.00	£53.00
C3.4.3.26 Roof slope Hop up Erection	Item	£125.00	£127.50	£130.00	£132.50	£0.00	£0.00	£0.00	£0.00	6	£750.00	£0.00	£750.00	£765.00	£0.00	£765.00	£780.00	£0.00	£780.00	£795.00	£0.00	£795.00
C3.4.3.27 Extending tower scaffold by 2m	Item	£250.00	£255.00	£260.00	£265.00	£0.00	£0.00	£0.00	£0.00	19	£4,750.00	£0.00	£4,750.00	£4,845.00	£0.00	£4,845.00	£4,940.00	£0.00	£4,940.00	£5,035.00	£0.00	£5,035.00
C3.4.3.28 Handrail to verge	Linear Metre	£16.50	£16.83	£17.16	£17.49	£0.00	£0.00	£0.00	£0.00	3	£49.50	£0.00	£49.50	£50.49	£0.00	£50.49	£51.48	£0.00	£51.48	£52.47	£0.00	£52.47
C3.4.3.29 Pavement Licence	Item	£85.00	£86.70	£88.40	£90.10	£85.00	£86.70	£88.40	£90.10	1	£85.00	£85.00	£170.00	£86.70	£86.70	£173.40	£88.40	£88.40	£176.80	£90.10	£90.10	£180.20
C3.4.3.30 Heras Fencing panel inc. Base, clips, security lock	Item	£1.00	£1.02	£1.04	£1.06	£1.00	£1.02	£1.04	£1.06	6	£6.00	£1.00	£7.00	£6.12	£1.02	£7.14	£6.24	£1.04	£7.28	£6.36	£1.06	£7.42
C3.4.3.31 Design consultant fees for technical drawings and/or calculations	Hourly	£85.00	£86.70	£88.40	£90.10	£0.00	£0.00	£0.00	£0.00	1	£85.00	£0.00	£85.00	£86.70	£0.00	£86.70	£88.40	£0.00	£88.40	£90.10	£0.00	£90.10
												Yr. 1	£86,037.65		Yr. 2	£87,758.40		Yr. 3	£89,479.16		Yr. 4	£91,199.91

TOTAL TENDER SUM **£354,475.12**

1	Background and Context

New Forest District Council (NFDC) is seeking to establish a Framework for the provision of design, supply, erection and hire of independent scaffolding. The contract is awarded as a multi-Supplier Framework Agreement (restricted to a maximum of 2 Suppliers) for the term of two (2) years (1st July 2025 to 30th June 2027), extendable by a further 2 years (in 1 year + 1 year increments).

The specification herein concerns the Councils requirement for the provision of design, supply, erection and hire of independent scaffolding to provide safe access for working at height to facilitate property inspections, maintenance and repair activities.

The Council is responsible for the maintenance, repair and upgrade of a range of property assets, e.g. circa 5,500 residential housing stock, flat blocks, civic buildings, public accessible buildings and health & leisure centres. The residential housing stock (which will account for the majority of work awarded under this framework) is situated throughout the district of the New Forest, mostly in the main conurbation areas with some smaller clusters in more rural areas.

Works awarded under the framework agreement will be strictly based upon the Authorities operational demand and available budget funds. There is no guarantee of any business volume or value awarded by the Authority to the preferred Suppliers.

The awarded framework Suppliers will be the preferred Suppliers for services in the framework period as described in the specification herein. A simple pricing menu will be used for service requirements (**See Appendix C3 – Pricing Response Form**).

The projected anticipated expenditure covering the period of the framework, with extension (4 years) is circa £300,000. (The volumes set out in the pricing response form are for cost evaluation purposes only).

Form of Contract

The form of contract is the JCT Framework Agreement providing the governance and relationship between the Council and Framework Suppliers and the underlying JCT Minor Works Building Contract (**see Appendix A**). With the additional NFDC Data processing agreement **(Appendix A1).** All will be signed at the beginning of the framework term. The contract will be available for use by all other service teams within the Council.

2	Scope

General Overview

The scope of work includes provision for design, supply, erection, hire of independent scaffolding as required by the Council to provide safe access for working at height to facilitate property inspections and various maintenance and repair activities to Council property assets throughout the district of the New Forest, Hampshire.

Call-off Enquiries will be offered to each Supplier on a volume/rotation basis. If the Supplier can satisfy the requirements of the Enquiry it will be offered to them and they will be rotated to the bottom of the list.

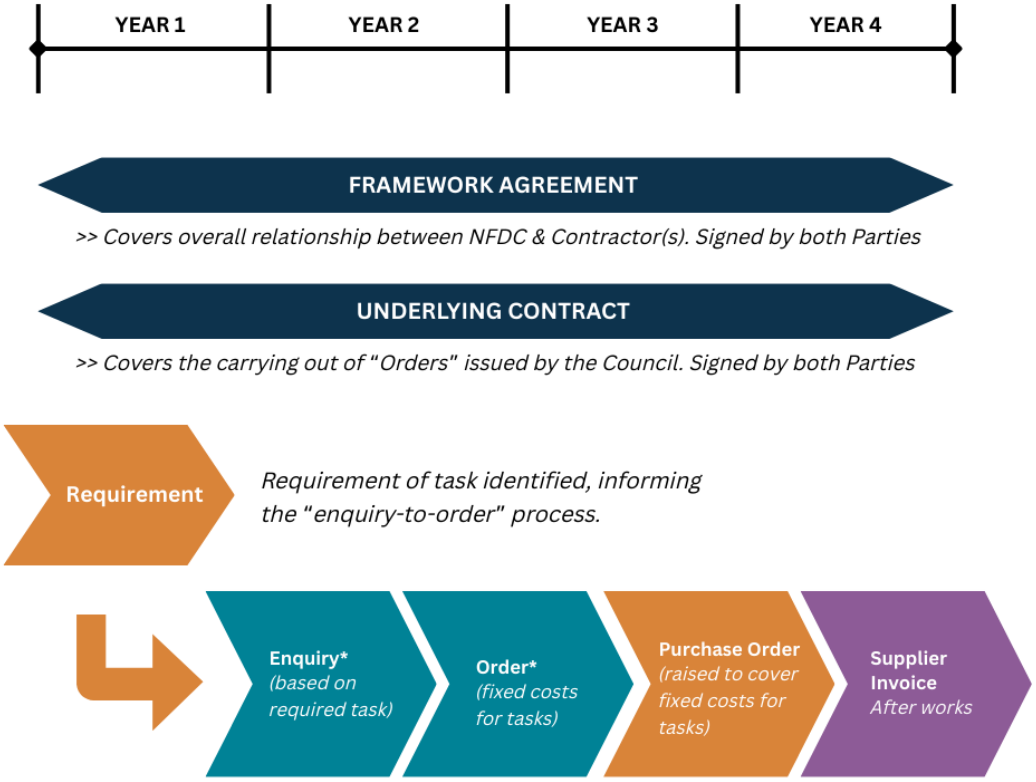
If the Supplier cannot satisfy the requirements of the Enquiry or declines the Enquiry opportunity they will be rotated to the bottom of the list and the Enquiry will be offered to the next Supplier and so-on.

The selection of volume lists used for rotation shall be:

- Enquiries relating to a single property;
- Enquiries relating to a group of adjoining properties.

Enquiries shall be offered on a need by need basis by Council Officers responsible for the commissioning of maintenance and repair activities to council property assets, requiring scaffolding provision for safe working at height.

Framework Contract Management – Purchase to Payment Process



The Councils Requisitioning Officer will initiate an **"Order Form" (see Annex A herein)** to the Supplier as and when a service need is identified setting out:

a) Requisitioning Officers name and contact details;
b) Works address and contact details of site liaison;
c) Full description of works and likely duration of hire;

d) Site specific risks and or any permanent isolation required during the hire period;
e) Ownership details of any adjacent building;
f) Annotation of site and elevations where applicable

The Supplier will carry out a validation survey of the site/s listed in the Enquiry to confirm the menu price for each site / task. The Cost for each site / task will be calculated using the standard menu pricing schedule & schedule of rates as per the framework Suppliers tendered rates (**Appendix C3**).

The Councils Contract Administrator will check and validate the Enquiry response for correctness (including any clarifications with the Supplier) and raise an "**Order Form" (see Annex A herein)** to confirm acceptance of the enquiry, giving a minimum 24 hour notice of erection and/or subsequent strike.

All works carried out by the framework Supplier under the Order Form will be subject to the specified underlying contract terms and conditions throughout the framework term.

The Council will provide an official Purchase Order number to the Supplier to be cross-referenced to the Order issued under the framework. This will allow the Supplier to submit invoices to be processed for payment as set out above.

The Supplier is required to submit a formal written Handover Certificate to the requisitioning officer for each erection or alteration confirming the loading specification, completion status and that the structure is structurally sound prior to use and this shall be the primary source of identification.

The Supplier shall in addition operate the 'Scafftag' system as a secondary source of identification to all scaffolding structures. By the expiry of every consecutive seventh day or after any event likely to have affected the scaffolds stability, the Supplier shall provide a scaffold inspection and updated "Scafftag". The Supplier shall be responsible for providing regular updates in order for the Authority to maintain a log of all scaffolding on site, to be held at the Authority's business address which shall identify all scaffolding orders and their progress on site.

Schedule of Rates (Applicable to Ad Hoc works)
The Supplier will provide an agreed schedule of rates for ad hoc work or necessary alterations based on direct labour employees* (per hour and per day), plus a fixed overhead & profit rate** and a material uplift %*** for any materials / components used. These rates are set out in the tenderers cost response (**Appendix C3**).

*<u>Direct labour rates</u> = Hourly and Day £ rates for range of Direct labour skill types deployed under the contract. All day work sheets to be signed on site with attendance times.

**<u>Overhead & Profit uplift %</u> = the uplift % your company would charge on top of the total direct labour costs chargeable per repair to cover non-direct labour costs (this is the indirect costs related to management & back office support) and profit margin e.g. Hourly labour rate Cost £ + overhead & profit uplift charge [X%].

***Materials uplift % = the uplift % your company would charge on top of the best value OEM / equivalent material supplier invoice cost e.g. invoice Cost £ + [Y%] uplift charge.

Mini-competition

In instances where an exceptional (out of general scope) scaffolding requirement is identified a mini-competition exercise will be undertaken between the framework Suppliers and will be awarded on most economically advantageous following a 100% cost evaluation.

The Authority ordering Competed Works under the Framework Agreement shall:

1. supply each Supplier with a detailed brief of the requirement and supplement and refine the Call-off Terms and Conditions only to the extent required for the Competed Works;
2. invite tenders by conducting a mini-competition for its Competed Works requirements in particular:
   - *A. consult in writing with the Suppliers for the Competed Works requirements and invite them within a specified time limit to submit a Supplemental Tender;*
   - *B. set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;*
   - *C. apply the Competed Works Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and*
   - *D. place an Order with the successful Supplier.*

Purchase Order, Works Completion, Invoicing and Payment

Purchase Order: An official NFDC purchase order shall be raised by the Councils Contract Administrator to cross-reference with the "Order Form" issued to provide authorisation for the Supplier to undertake works. The Purchase Order number should be quoted on ALL invoices submitted for payment.

Completion of Works by Supplier: Upon completion of the "Order" for works, the Supplier shall contact the Councils Contract Administrator to confirm striking has taken place.

Invoicing: The invoice will include details of each or multiple work orders, clearing identifying, the address, purchase order number and agreed unit rates used to quantify the value of invoice presented for payment.

The Supplier will send invoices directly to the Councils' Accounts Payable team (NOT to departmental users) at the address below. ALL invoices presented will quote the relevant and valid Council purchase order number and job order reference number.

The Supplier understands that failure to quote the Council Purchase Order number will result in rejection of the invoice and may delay the payment process. ANY errors or

variations between purchase order, job numbers and invoice will be resolved with the Suppliers single point of contact. In situation of overcharge Credit Notes will be provided by the Supplier to the Authority within first 7 days of the following month.

Invoices should be sent electronically in .pdf format via email to:

Accounts Payable
New Forest District Council
Appletree Court
Beaulieu Road
Lyndhurst
SO43 7PA
eMail: AccountsPayable@NFDC.gov.uk
Phone (023) 8028 5000.

The Authority will pay the Supplier via BACS transfer method. Payment will be made within 30 DAYS from the date of the correct and valid consolidated invoice.

3	Functional Requirements

Where additional scaffolding design input is required (i.e. those scaffolds that are not designated as a "Basic Scaffold" in NASC TG20 Latest Edition) the design shall be provided by a competent scaffold designer and the appropriate design standard followed. The costs of producing and amending design schemes (where required) will be reflected within the Suppliers pricing schedule **(Appendix C3)**

All system scaffolding is to be erected in accordance with the manufacturers design manual/erection guide or be subject to a specific design.

Where design drawings are produced, they shall include elevation annotations of the scaffold with all tie positions marked on the drawing clearly stating the required tie classification light duty (3.5 KN), standard (6.1KN) or heavy duty (12.2KN).

Where appropriate, standard scaffold design solutions may be permitted to determine design input of certain scaffold structures (Stair towers etc.)

A system for the management of design variations shall be in place.

Copies of scaffold design drawings shall be issued to/held on site.

The Supplier shall provide an emergency service throughout the contract period to attend to emergency out of hours problems caused by the carrying out of the works. Should the Supplier not respond to a call-out or be unable to provide the service, the Council will engage their own service provider to attend such problems and re-charge the original Supplier for all costs incurred accordingly.

4	Quality Assurance Requirements

The Supplier shall be a member of the National Access and Scaffolding Confederation (NASC) or similar, and maintain their membership for the duration of the framework term.

The Supplier shall be required to produce and submit evidence of their membership as part of their tender submission.

The works are to be carried out by competent operatives. The terms BS shall mean the British Standard Specification of the British Standards Institute current at the time of Tendering. The term CP shall mean the Code of Practice in use at the time of tendering. The Supplier's attention is drawn to the fact that membership and standards laid down by National Access and Scaffolding Federation and British Standard Specifications and the Codes of Practice are the minimum standards acceptable and BSEN ISO 9000 is desirable.

Health and Safety at Work Act 1974
The Contractor shall during the whole course of the contract provide and maintain All necessary safety, health and welfare measures and amenities, comply with all the provisions laid down in the above Act and all Statutory Building and Construction Regulations currently in force and which are applicable to the works. The Contractor will be required to produce a copy of his Health and Safety Policy And RAMS for inspection by NFDC.

5	Performance Requirements

Key Performance Indicators (KPI's):
As part of the regular Contract Review meetings between the Councils Contract Administrator and the Supplier's Account Manager, a range of Key Performance Indicators (KPIs) will be reviewed on a quarterly basis.

The main criteria for establishing a KPI, is its relevance to the general performance of the contract and its ease of monitoring / scoring. With this in mind, it is envisaged that the list of KPIs initially set at the commencement of the contract maybe reviewed for relevance through the course of the contract. The Council may decide to amend or add additional measures as appropriate.

Scoring and Weightings:
KPIs are weighted to reflect the relative importance the Council or Ordering Authority assigns to each aspect of the work; the scores will provide a percentage measure performance against each aspect.

The KPI's for this contract will measure the following elements:

KPI	Weighting
1. Quality & Programme: All works allocated to the supplier completed in accordance with the specification, quality standard and the schedule plan.	70%
2. Contract management: Ease of Contract Administration, attendance to quarterly meetings and invoicing accuracy. General responsiveness of Supplier to service issues.	30%

The Supplier will be reviewed on a quarterly basis using the following KPI Table:

KPI	Not Performing as per the Council's Requirements	Generally Meets Expectations some Corrective actions required	Meets Expectations with Minor Concerns	Consistently Meets/Exceeds Expectations	TOTAL FOR QUARTER
1 (70%)	☐ (15%)	☐ (30%)	☐ (55%)	☐ (70%)	…….%
2 (30%)	☐ (5%)	☐ (10%)	☐ (20%)	☐ (30%)	

The Supplier is expected to achieve a minimum Overall Performance Measure of 75% under the Contract.

The Supplier's objective will be to meet and beat the minimum during the term of the contract.

The KPI scores shall be reported between the Council's Contract Administrator's and the Supplier's account manager on a quarterly basis as part of the regular contract review update meeting.

Where the Supplier fails to meet the minimum score for overall performance in a quarter the Contract Administrator will require the Supplier to set out a corrective action plan to remedy the failure as appropriate.

Where a Supplier fails on a subsequent occasion to meet the minimum score for overall performance the Supplier shall attend a meeting with the Contract Administrator to discuss the failure and agree any action(s) to be taken by the Supplier to ensure the KPI is met in the future.

In the event that the Supplier fails to meet the overall KPI target on 2 consecutive occasions [i.e. in 2 consecutive quarters] or on 2 occasions within a rolling 12 month period [i.e. two failures within 12 months of each other] the Council may terminate the Contract in accordance with termination clause of the operating Contract.

In the event of significant issues arising during the first 3 months of the contract, the Contract Administrator reserves the right to bring forward the first KPI Review to address and resolve issues at the earliest opportunity.

6	Constraints

The Supplier shall be permitted access in accordance with the contract conditions to all such areas of the buildings and grounds that are required for the execution of the Works. Care shall be taken to cause as little disturbance and nuisance as possible to the tenants of the building during the progress of the work.

The Supplier shall provide a minimum of 24 hours' notice to any householder prior to undertaking works within any individual householder's boundary.

The Supplier shall allow for carrying out the works whilst the building is in occupation and for making all arrangements with the tenant/site contact for access to carry out the works.

The Supplier is to ensure that the minimum of inconvenience possible to the tenants occurs and that the tenants are without services for the minimum period possible and in no circumstances is the tenant to be left without services overnight affected by the work undertaken.

The Supplier should note that some adjoining dwellings have been purchased by the occupiers and are therefore not the property of the Authority. Care should be taken when linking into these properties and the Supplier is responsible for liaising with the owners before works commence. The Supplier shall give tenants and adjoining dwellings 24 hours' notice prior to erection or subsequent strike.

The Supplier shall not work outside normal working hours (0800 – 16:00 hours) without the written permission of the Contract Administrator unless attending to an emergency response request.

The Supplier shall not work on Bank Holidays or on Saturdays and Sundays without the written permission of the Contract Administrator unless attending to an emergency response request.

The Supplier is responsible for obtaining all necessary permission/consent/licences prior to the erection of scaffolding.

The Supplier will strike the scaffolding within 7 days of receipt of the instruction to strike.

7	Contact Details

This electronic tender is administered through the Councils e-Tendering tool, ProContract hosted via the South East Business Portal (SEBP).

Clarification Questions regarding this tender must be raised via the Message feature of ProContract.

New Forest District Council (Procurement):

Contact name / email: procurement@nfdc.gov.uk

The Councils Contract Administrator responsible for the overall management of the Contract post award will be:

Contact name / email: Russell Palmer - russell.palmer@nfdc.gov.uk

8	Purchase to Payment Process (P2P)

NFDC require that goods and services be ordered from and delivered to various site locations within the District:

Ordering process

The Council will issue an "Order Form" (see **Annex A** herein) and an RFQ form (see **Annex B** herein) to the contractor, the contractor will complete and return the RFQ form to the Councils Contract Administrator, once this is accepted by the Contract Administrator a purchase order will be raised and sent to the contractor. On completion of works the contractor will submit a completion certificate (see **Annex C** herein)

The Council will provide an official Purchase Order number to the Supplier to be cross-referenced to the Order issued under the framework. This will allow the Supplier to submit invoices to be processed for payment.

Cost management: The majority of prices will be pre-filled out by the Contract Administrator based on the tendered rates in **Appendix C3.** Any works required not covered by the tendered rates will be priced by the Contractor based on the tendered hourly/day rates & overhead & profit uplift %.

Invoicing & Payment process:

Invoicing: The Supplier will submit an invoice for each completed job that has been issued The invoice will include details of each or multiple work orders, clearing identifying, the address, purchase order number and agreed unit rates used to quantify the value of invoice presented for payment.

The Supplier will send each invoice directly to the Councils' Accounts Payable team (NOT to departmental users) at the address below. ALL invoices presented will quote the relevant and valid Council purchase order number and job order reference number.

The Supplier understands that failure to quote the Council Purchase Order number will result in rejection of the invoice and may delay the payment process. ANY errors or variations between purchase order, job numbers and invoice will be resolved with the Suppliers single point of contact. In situation of overcharge Credit Notes will be provided by the Supplier to the Authority within first 7 days of the following month.

The supplier invoice should be sent to the Councils accounts payable team in electronic format (e-invoice) or via eMail in .pdf format to:

eMail: accountspayable@nfdc.gov.uk
Accounts Payable
New Forest District Council
Appletree Court
Beaulieu Road
Lyndhurst
Hampshire
SO43 7PA
Phone 02380 285588

Domestic Reverse Charge (DRC) from 1st March 2021 (HMRC)

Under this Contract" New Forest District Council is an **"end user"** for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue us with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.

9	Definitions

"Supplier" means the organisation providing the works, goods or services referred to in this specification. The term "Supplier" also translates to "Contractor", "Consultant", "Vendor", etc depending on the naming conventions used in the related contract terms and conditions.

ORDER FORM

Annex A

SCAFFOLD FRAMEWORK ORDER FORM

Requisitioning Officer:	Tel: (023) 8028 5588 Mobile:
Job Order No:	Date:

Tenants Name:				
Address: (Site Address)				
Telephone:				
Access Details:				
Duration:	Less than < 7 Days	Anticipated Duration in Days		
	More than > 7 days	Anticipated Duration in Days	Inspection Regime: *Every 7 days*	Inspection Responsibility:

Full description of Work: *Scaffolding to replace vertical flue through the roof* Anticipated load m2:					
Duty: (if known)	Class (delete as required)	1	2	3	4
				(Orange) General Purpose	
Permanent isolation required: (44mm Haras fencing or equal)					*Yes*
Method of access:		*Yes*	**Ladder** (Unless stated below)		
Lifting equipment:		*no*	**Gin Wheel** (Unless stated below)		
Working Platform Height Required:					

Special Details: (access/egress issues, passageway/corridor width. Stairs, Overhead Power/Telephone Lines, Satellite Dish, hoist, chutes?)	
Scaffold must be in place for work on date of:	

Is adjacent property in Council ownership?	*Yes*	*No*
Have you viewed the warning markers list?	*Yes*	*No*
Asbestos Survey attached?	*Yes*	*No*

RFQ FORM

Annex B

REQUEST FOR QUOTATION (RFQ) THIS QUOTE MUST BE RETURNED WITHIN 5 DAYS WITH PRICE AND LEAD TIME FILLED IN	
(To be completed by NFDC requester)	
N.F.D.C. PROPERTY DETAILS:	
OFFICER REQUESTING THE QUOTE:	
BLOCK:	
PROPERTY NUMBER:	
ROAD:	
POSTCODE:	
AREA: 1	
JOB NO:	
VIP:	
(To be completed by NFDC requester)	
N.F.D.C. DESCRIPTION OF WORK REQUIRED:	
(To be completed by Sub-Contractor)	
SUB-CONTRACTOR COMPANY NAME:	
SUB-CONTRACTOR COMPANY CONTACT:	
SUB-CONTRACTOR PHONE NUMBER:	
SUB-CONTRACTOR COMPANY EMAIL:	
SUB-CONTRACTOR QUOTE REF. NUMBER:	
ANTICIPATED START DATE:	
ANTICIPATED COMPLETION DATE:	

Appendix B – Project Brief - Outcome Specification

New Forest DISTRICT COUNCIL

TODAYS DATE:	
PLEASE RETURN TO:	

(To be completed by Sub-Contractor)
SUB-CONTRACTOR DESCRIPTION OF WORK QUOTED FOR:

QUOTATION TOTALS:	
LEAD TIME: Needs to be filled in	
PLEASE ENSURE WORKS ARE CARRIED OUT WITHIN THE AGREED LEAD TIME, IF ANY PROBLEMS	
ARISE, PLEASE CALL THE SURVEYOR, WHO CAN AMENDED THE LEAD TIME.	
PLEASE NOTE – PO'S WILL BE CLOSED DOWN 30 DAYS AFTER THE LEAD TIME EXPIRES.	

WORK COMPLETION CERTIFICATE

Annex C

NFDC Project Title or the provision of Framework for the Design, Supply, Erection and Hire of Independent Scaffolding

Evidence of Works Completion

TO BE COMPLETED BY CONTRACTOR

Date Commenced:	Date Completed:
Site Address:	NFDC RFQ No:
Type of Work:	Work Location & Area:
Contractors Name:	NFDC Purchase Order No:

Before Photos
Insert photographic evidence here;
Brief Description of remedial works.

After Photos

Insert photographic evidence here;
Brief Description works undertaken:

Contractors Supervisor Signature:	Date:

Data_Processing_Agreement_v4_Appendix A1_Scaffolding Framework

Final Audit Report 2025-07-02

Created:	2025-06-26
By:	Dean Irving (Dean.Irving@NFDC.GOV.UK)
Status:	Signed
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2025-06-27 - 12:01:21 GMT- IP address: 31.51.120.146

Signer info@sandkscaffolding.co.uk entered name at signing as Craig Sweeney
2025-06-27 - 12:33:14 GMT- IP address: 31.51.120.146

Document e-signed by Craig Sweeney (info@sandkscaffolding.co.uk)
Signature Date: 2025-06-27 - 12:33:16 GMT - Time Source: server- IP address: 31.51.120.146

Document emailed to cathy@sandkscaffolding.co.uk for signature
2025-06-27 - 12:33:27 GMT

Email viewed by cathy@sandkscaffolding.co.uk
2025-06-27 - 13:20:52 GMT- IP address: 31.51.120.146

Signer cathy@sandkscaffolding.co.uk entered name at signing as C R Tarvin
2025-06-27 - 13:27:01 GMT- IP address: 31.51.120.146

Document e-signed by C R Tarvin (cathy@sandkscaffolding.co.uk)
Signature Date: 2025-06-27 - 13:27:03 GMT - Time Source: server- IP address: 31.51.120.146

Document emailed to Russell Palmer (russell.palmer@nfdc.gov.uk) for signature
2025-06-27 - 13:27:14 GMT

Email viewed by Russell Palmer (russell.palmer@nfdc.gov.uk)
2025-06-27 - 13:27:58 GMT- IP address: 104.47.85.126

Document e-signed by Russell Palmer (russell.palmer@nfdc.gov.uk)
Signature Date: 2025-06-27 - 13:49:29 GMT - Time Source: server- IP address: 147.161.142.121

Document emailed to sophie.tuffin@nfdc.gov.uk for signature
2025-06-27 - 13:49:39 GMT

Email viewed by sophie.tuffin@nfdc.gov.uk
2025-07-02 - 06:33:30 GMT- IP address: 104.47.85.62

Signer sophie.tuffin@nfdc.gov.uk entered name at signing as S.Tuffin
2025-07-02 - 06:35:10 GMT- IP address: 194.9.108.116

Document e-signed by S.Tuffin (sophie.tuffin@nfdc.gov.uk)
Signature Date: 2025-07-02 - 06:35:12 GMT - Time Source: server- IP address: 194.9.108.116

Agreement completed.
2025-07-02 - 06:35:12 GMT