

PROJECT No.

C2086

SUBCONTRACT ORDER No.

FORM OF SUBCONTRACT

JCT Minor Works Building Contract with contractor’s design
2024 (MWD)

This Agreement is made the

Between

The Client

Wellingborough Town Council

Company No.

N/A

Registered Office

Swanspool House, Doddington Road

Wellingborough,

Northamptonshire, NN8 1BP

And

The Subcontractor

Company No.

Registered Office

For

(‘the Subcontract Works’)

as part of

(‘the Main Contract Works’)

RECITALS

- First** The Main Contract Works are to be carried out by the Contractor for the Employer named in the Contract ('the Main Contract'). Where stated, the Main Contract Works are to be carried out in Sections;
- Second** The Contractor wishes the Subcontractor to execute the Subcontract Works previously referred to and as described in the Numbered Documents;
- Third** The Subcontract Works include the design and construction of

('the Subcontractor's Designed Works')
- Fourth** The Subcontractor has provided documents (included in the Numbered Documents) showing and describing or otherwise stating the requirements of the Subcontractor for the design and construction of the Subcontractor's Designed Works ('the Subcontractor's Requirements')
- Fifth** Where there are Subcontract Designed Works the Subcontractor in response to the Subcontractor's Requirements has supplied to the Subcontractor and there are included in the Numbered Documents:
- documents showing and describing the proposals of the Subcontractor for the design and construction of the Subcontractors Designed Works ('the Subcontractor's
- ..
 - an analysis of the Subcontractors Designed Works ('the Subcontractor's Designed Works Analysis') included in the Subcontract Sum/Subcontract Tender Sum
- Sixth** The Contractor has examined the Subcontractor's Proposals and, subject to the Contract Conditions, is satisfied that they appear to meet the Contractor's Requirements
- Seventh** Where so stated in the Subcontract Particulars, this Subcontract is supplemented by the Framework Agreement(s) identified in those particulars
- Eighth** Any Supplemental Provisions applicable to this Subcontract are stated within the Subcontract Particulars
- Ninth** The Council reserves the right not to appoint

ARTICLES

Now it is hereby agreed as follows

Article 1: Subcontract

This Subcontract consists of;

- this Subcontract agreement
- JCT Minor Works Conditions 2024 Edition*
- the Numbered Documents (refer to item 11 of the Subcontract Particulars)

** subject to the Subcontract Contract Modifications Schedule (if any), as referred to in the Numbered Documents*

Article 2: Subcontractor's Obligations

The Subcontractor shall carry out and complete the Subcontract works in accordance with the Subcontract documents and for that purpose shall, where and to the extent so stated in the Third Recital, complete the design for the Subcontractor's Designed Works in accordance with the CDM Regulations and such directions as the Sub-contractor may give for the integration of the design for the Subcontractor's Designed Works with the design of the Sub-contract and Main Contract Works.

Article 3: Subcontract Sum and Final Sum

The Subcontractor shall pay the Subcontractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of:

_____ ('the Subcontract Sum')

or such other sum as becomes payable on an Adjustment basis ('the Final Subcontract Sum')

Article 4: Subcontractors Discount

The Subcontract Sum and Subcontract Final Sum is subject to Subcontractors Discount at; _____

Article 5: Adjudication

applies / ~~does not apply~~

Article 6: Arbitration

applies / ~~does not apply~~

Article 7: Legal proceedings

applies / does not apply

Subcontract PARTICULARS

1 Conditions

The Subcontract is supplemented by the Framework Agreement(s) identified below:

Not applicable

JCT Supplemental Provisions

Collaborative Works

applies / ~~does not apply~~

Health and Safety

applies / ~~does not apply~~

Cost savings and value improvements

applies / ~~does not apply~~

Sustainable development and
environmental considerations

applies / ~~does not apply~~

Performance indicators and monitoring

~~applies~~ / does not apply

Notification and negotiation of disputes

applies / ~~does not apply~~

Where Supplemental Provision applies,
the respective nominees of the Parties are;

Subcontractors Nominee

Sally McLellen

Subcontractors Nominee

TBC

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

2 Definitions

BIM Protocol

applies / ~~does not apply~~

Subcontract Base Date

01 August 2025

3 Programme

- 3.1

The period required for the preparation of all necessary Subcontractor's drawings etc. from receipt of order is

weeks
- 3.2

The period required for Subcontractor's initial comments from receipt by the Subcontractor to their return to the Subcontractor is

weeks
- 3.3

The period required for procurement of materials, fabrication (where applicable) and delivery to site prior to commencing work on site / work in each section is

weeks

The periods under items 3.1 to 3.3 are consecutive so that the period required from the date of receipt under item 3.1 to delivery under item 3.3 is the sum of the weeks stated

- 3.4

The period of notice to commence work on site required to enable a start to be made to the Section is

0

weeks
- 3.5

Subcontractor Commencement Date
- 3.6

The period required for carrying out of the Subcontract Works after delivery and notice to commence is (where Completion by Sections does not apply)

weeks

or

Section	Weeks

4 Attendance

List of attendances and responsibilities for the provision of the same are set out in

Numbered Document 1

5 Payment

Interim Payment Dates

The first Interim Valuation Date is

TBC

and thereafter on a 4 weekly basis

Final Date for Payment

28 days from Due Date

6 Retention

The Retention percentage is 5 %

The Retention Release Date is 12 months from date of Main Contract Completion as Certified

The Date for Completion of the Main Contract Works is _____

7 Damages for Non-Completion

Main Contract Liquidated and Ascertained Damages £ TBC

8 Insurance - personal injury and property damage

Insurance cover is £ 10,000,000
(for any occurrence or series of occurrences arising out of one event)

9 Subcontractor's Designed Works Professional Indemnity or Product Liability Insurance

Type of insurance policy required Professional Indemnity / Product Liability

Level of cover £ 5,000,000
(claims or series of claims arising out of one event)

Expiry of required period of insurance 12 years

10 Settlement of Disputes

Where Adjudication / Arbitration applies, the nominating body in both instances shall be The Royal Institute of Chartered Surveyors (where no Adjudicator / appointer of Arbitrator is named or is unable to act).

11 Numbered Documents

The Numbered Documents, for the purposes of this Subcontract, are those listed below;

- 1 Schedule of Attendances
- 2 Health and Safety Order Appendix
- 3 Tender documents
- 4 Payment Schedule
- 5 Programme
- 6 Quote

ATTESTATION

Executed and delivered as a Deed by the Subcontractor

Namely WELLINGBOROUGH TOWN COUNCIL

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

Namely _____

(Signature) _____ Director

AND

Namely _____

(Signature) _____ Director / Secretary

Executed and delivered as a Deed by the Subcontractor

Namely

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

Namely _____

Signature _____ Director

AND

Namely _____

Signature _____ Director / Secretary