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# MW 2024

## Minor Works Building Contract 2024

# 2024

## MINOR WORKS BUILDING CONTRACT

**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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For details of 2024 Edition changes, see the Guidance Notes and the Tracked Change Document.

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# Agreement

## This Agreement

is made the 08 August 2025

## Between

### The Employer

New Forest District Council

of Appletree Court  
Beaulieu Road  
Lyndhurst  
Hampshire  
SO43 7PA

## And

### The Contractor

Paramount Window & Fascia Ltd

Place of incorporation: England and Wales

(Company No. 2737752)<sup>[1]</sup>

whose registered office is at 22-24 Brook Road, Wimborne, Dorset BH21 2BH

[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.

## Recitals

### Whereas

#### First

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the Employer wishes to have the following work carried out<sup>[2]</sup>:

Supply and Installation of External Doors, Fire Doors and Block Communal Entrance Doors

at

Various domestic dwellings across the New Forest District ('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:

a Specification ('the Contract Specification')<sup>[3]</sup>

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')<sup>[4]</sup> are annexed to this Agreement<sup>[5]</sup>;

#### Third

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the Contractor has supplied the Employer with a copy of the priced Contract Specification<sup>[3]</sup>;

#### Fourth

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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;

#### Sixth

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

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[2] State nature and location of intended works.

[3] Delete as appropriate.

[4] 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.

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

**Seventh**

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

## Articles

### Now it is hereby agreed as follows

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**Article 1 Contractor's obligations**

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

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**Article 2 Contract Sum**

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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 price 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 Agreement, plus any variations instructed by the Contract Administrator via the Plot Practical Completion Certificates

or such other sum as becomes payable under this Contract.

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**Article 3 Collaborative working**

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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<sup>[6]</sup> is

Perri Seymour

of

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

or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

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**Article 5 CDM Regulations – Principal Designer and Principal Contractor**

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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;

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[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.

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

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## Article 6 Building Regulations – Principal Designer and Principal Contractor

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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.

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## Article 7 Adjudication

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

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## Article 8 Arbitration

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Where Article 8 applies<sup>[8]</sup>, 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)<sup>[9]</sup>. 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.

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## Article 9 Legal proceedings<sup>[8]</sup>

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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.

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[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.

## 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 the 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<sup>[10]</sup>

the project  
\* is notifiable

### Sixth Recital

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

JCT Framework Agreement 2024

### Seventh Recital and Schedule 2

#### Supplemental Provisions<sup>[11]</sup>

(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.

## Article 8

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### 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.)<sup>[12]</sup>*

Article 8 and Schedule 1 (Arbitration)  
\* apply

## 1.6.2

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### 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

22-24 Brook Road, Wimborne, Dorset BH21 2BH

The respective email addresses for the Parties are

#### Employer's email

perri.seymour@nfdc.gov.uk

#### Contractor's email

laura@paramountwindows.org.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

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### Works commencement date

1 September 2025

### Date for Completion

31 August 2029  
or such later date for completion as is fixed under clause 2.7

## 2.8

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### Liquidated damages

at the rate of

£0 per property per day<sup>[13]</sup>

## 2.10

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### Rectification Period

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

---

[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].

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

12 months<sup>[14]</sup>  
from the date of practical completion

### 4.3

---

#### Interim payments – Interim Valuation Dates<sup>[15]</sup>

*(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

Not Applicable - the Provider will invoice for completed works only upon issue of the Employer's Plot Practical Completion Certificate and thereafter the same date each month, or the nearest business day that month  
and thereafter at intervals of

one month

### 4.4

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#### 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.)*

0 per cent<sup>[14]</sup>

#### 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% 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 that the Provider is incentivised to rectify any outstanding issues before the end of the framework agreement term. per cent<sup>[14]</sup>

### 4.4 and 4.9

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#### Fluctuations provision<sup>[16]</sup>

*(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

### 4.9.1

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#### Supply of documentation for computation of amount to be finally certified

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

one months<sup>[14]</sup>  
from the date of practical completion

### 5.3

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

- 
- [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](http://www.jctltd.co.uk). If an alternative fluctuation is to be used, the document(s) in which it is contained should be identified here.



£10,000,000  
for any one occurrence or series of occurrences arising out of one event

#### 5.4, 5.5 and 5.6

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Insurance of the Works etc. – alternative provisions<sup>[17]</sup>

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

#### 5.4 and 5.5

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Percentage to cover professional fees  
(If no other percentage is stated, it shall be 15 per cent.)

15 per cent

#### 6.2.3.2

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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

perri.seymour@nfdc.gov.uk

Contractor's email

laura@paramountwindows.org.uk

#### 7.1

---

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee

Richard Knott

Contractor's nominee

Laura Ballingall

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

#### 7.3

---

Adjudication<sup>[18]</sup>

The Adjudicator is

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[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.

[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.

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

### Schedule 1 (paragraph 2.1)

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Arbitration<sup>[19]</sup>: 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

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

## Attestation

### Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to 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."<sup>[20]</sup> 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.

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[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](http://www.lawcom.gov.uk/project/electronic-execution-of-documents).

*Execution under hand*

### As witness

the hands of the Parties  
or their duly authorised representatives

Signed by or on behalf of  
the Employer

*R.T. [Signature]*

in the presence of:

*S. Tuffin*

[S.Tuffin \(Aug 8, 2025 15:42:53 GMT+1\)](#)

witness' signature

S.Tuffin

witness's name

witness's address

Signed by or on behalf of  
the Contractor

*[Signature]*

in the presence of:

*[Signature]*

witness' signature

David Scriven

witness's name

witness's address

# 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**<sup>[21]</sup>: 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<sup>[22]</sup>;
- (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.

**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.<sup>[23]</sup>

**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

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

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

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.<sup>[24]</sup>

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



## Section 2 Carrying out 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.

## **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.

## 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<sup>[25]</sup>;

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.

- 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<sup>[26]</sup>, 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:<sup>[27]</sup>
- 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.

[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.

## 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<sup>[28]</sup>, 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).

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

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.

## 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<sup>[29]</sup>, 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<sup>[30][31]</sup>

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.



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<sup>[31]</sup>**

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<sup>[31]</sup>**

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

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.

## 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:

- 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;

- 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;

- 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.

- 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.

## 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.<sup>[32]</sup>

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[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.



# 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.

**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.

## 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

- 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<sup>[33]</sup>:
  - 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.

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[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.

# 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](http://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;

- 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 clause 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.

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

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.jctfwd.co.uk](http://www.jctfwd.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.jctfwd.co.uk](http://www.jctfwd.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.jctfwd.co.uk](http://www.jctfwd.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



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.

### 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.

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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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SWEET & MAXWELL





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

# FA 2024 Framework Agreement 2024

# 2024 FRAMEWORK AGREEMENT

**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.

[www.jctltd.co.uk](http://www.jctltd.co.uk)

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# Framework Agreement

## This Framework Agreement

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

## Between

### The Employer

New Forest District Council

of Appletree Court  
Beaulieu Road  
Lyndhurst  
SO43 7PA

## And

### The Provider

Paramount Window & Fascia Ltd

Place of incorporation: England and Wales

(Company No. 2737752)<sup>[1]</sup>

whose registered office is at 22-24 Brook Road, Wimborne, Dorset BH21 2BH

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[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.

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:



- 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.

## **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

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

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.<sup>[2]</sup>
- 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.

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;

- 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.

- 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

**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<sup>[3]</sup> 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.<sup>[4]</sup>

[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.



## 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.)*<sup>[5]</sup>

Replacement External Doors, Fire Doors and Block Communal Entrance Doors

### 4.1

Some or all of the Tasks the Employer has undertaken to call-off to be carried out by the Provider<sup>[6]</sup>

*(Insert details where the Employer has guaranteed to allocate a certain or minimum amount or value of Tasks to the Provider during the Framework Term.)*<sup>[5]</sup>

Not applicable

### 4.4

#### Enquiry response time

30 days days

### 4.5

#### Pricing Documents

consist of

Appendix C - Tenderer's Cost Response  
set out at Annex 3<sup>[7]</sup>

### 4.7.2

#### Underlying Contracts

*(List principal JCT contracts.)*<sup>[8]</sup>

JCT Minor Works Building Contract 2024

### 8.1

#### Framework Start Date

- [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.
- [6] Do not complete where the Employer does not give such a guarantee.
- [7] The Pricing Documents must set out a clear mechanism for the price to be calculated.
- [8] More than one form of Underlying Contract can be used under the Framework Agreement provided that, where the Framework Agreement has been entered into following a tender process under the Procurement Act, the forms of Underlying Contract that will be used are identified in the tender documents and it is made clear which form will apply to which Tasks.

1 September 2025

## 21

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### Performance Indicators<sup>[9]</sup>

- Clause 21
- \* applies
- Performance Indicators
- \* are as follows
  1. Quality & Programme
  2. Customer Feedback
  3. Contract Management

## 22.1

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### Framework End Date<sup>[10]</sup>

31 August 2029  
or the Termination Date, whichever is the earlier

## 25

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### Adjudication<sup>[11]</sup>

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

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### 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:
- \* The Royal Institution of Chartered Surveyors

### List of Annexes

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[9] See the Framework Agreement Guide.

[10] See the Framework Agreement Guide.

[11] 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.

- 1 Enquiry Form**
- 2 Order Form**
- 3 Pricing Documents**
- 4 Plot Practical Completion Certificate**
- 5 eITT and Tender Repsonse Form**

## 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."<sup>[12]</sup> 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.

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[12] 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](http://www.lawcom.gov.uk/project/electronic-execution-of-documents).

*Execution under hand*

## As witness

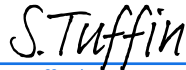
the hands of the Parties  
or their duly authorised representatives

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Signed by or on behalf of  
the Employer



in the presence of:



[S.Tuffin \(Aug 8, 2025 15:42:53 GMT+1\)](#)

*witness' signature*

S.Tuffin

*witness's name*

*witness's address*

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Signed by or on behalf of  
the Provider



in the presence of:



*witness' signature*

David Scriven

*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:<sup>[13]</sup>

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

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

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

**Draft Recitals, Articles and Contract Particulars**

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

## 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:**

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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<sup>[14]</sup> 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<sup>[14]</sup> 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]*

[14] Delete as appropriate.



## **Annex 3          Pricing Documents**

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



All parties must rely exclusively upon their own skill and judgment or upon those of their advisers when using this document and neither Thomson Reuters (Professional) UK Limited nor its associated companies assume any liability to any user or any third party in connection with such use.

SWEET & MAXWELL





**DATED**

**2025**

**(1) NEW FOREST DISTRICT COUNCIL**

**– and –**

**(2) PARAMOUNT WINDOW & FASCIA LTD**

## **DATA PROCESSING AGREEMENT**

This Agreement is made the ..... day of .....2025

Between:

- (A) **NEW FOREST DISTRICT COUNCIL** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA (“the Council”);
- (B) **PARAMOUNT WINDOW FASCIA LTD** (Company Number 2737752) whose registered office is 22-24 Brook Road, Wimborne. Dorset BH21 2BH (“Supplier”).

## **BACKGROUND**

- (A) The Council and the Supplier entered into an agreement related to supply and install External Doors, Fire Doors and Communal Entrance Doors (‘Master Agreement’) on 01/09/2025 (as amended by the Parties from time to time) that may require the Supplier to process Protected Data on behalf of the Council.
- (B) 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: <ul style="list-style-type: none"><li>(a) the UK GDPR;</li><li>(b) the Data Protection Act 2018;</li><li>(c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);</li><li>(d) any laws which implement or supplement any such laws;</li><li>(e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li><li>(f) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data</li></ul>

	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: <ul style="list-style-type: none"> <li>(a) the end of the provision of the relevant Services related to the processing of such Protected Data; or</li> <li>(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;</li> </ul>
“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 install External Doors, Fire Doors and Communal Entrance Doors <b>Error! Reference source not found.</b> ;
“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**



Signature: .....

Richard Knott

(print Name:) .....

Strategic Director Housing and Communities

Position: .....



**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

**6. 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.



**Annex 1**

**ENQUIRY FORM No. – DATE**

**JCT 2024 FA – NFDC Project Title:  
Ref No.**

From: Employer – New Forest District Council

To: Provider -

Date:

Dear Sirs,

**Proposed Tasks under NFDC Framework Agreement dated .....**

We refer to the Framework Agreement, where the context so allows, terms used in this Enquiry shall bear the same meaning as in the governing JCT Framework Agreement and the specified Underlying JCT contract both of which have been executed as deeds by both parties on **DATE** covering the 4 year framework term of **DATE** to **DATE**.

In accordance with the Framework Agreement we attach to this enquiry notice a spreadsheet “**EXAMPLE DOCUMENT**” setting out the specific tasks (works) that we are considering calling off.

Please review the spreadsheet (fixed period tasks), carry out any site surveys required and let us have your proposals for;

- a) the pricing of these tasks in accordance with the pricing documents set out in Annex 3 of the framework agreement (Archetype)
- b) the scheduling and delivery of the works
- c) any additional risks to the pre-construction phase as set out in Annex 4 of the framework agreement (see technical specification)

On receipt of your response under this enquiry process, the Employers Contract Administrator will review for adherence to the framework agreement.

If the Employer decides to proceed with the call-off as detailed in the enquiry and the Providers response, the Employers Contract Administrator will **sanction this by issue of an Order Form** to be acknowledged by the Provider.

Yours faithfully,

Contract Administrator  
New Forest District Council

Tel:  
Email:  
[newforest.gov.uk](http://newforest.gov.uk)

SAMPLE PROPERTY
SAMPLE PROPERTY

**Annex 2**

## ORDER FORM No.

**JCT FA 2024– NFDC Project Title:  
Ref No.**

From: Employer – New Forest District Council

To: Provider –

Date:

Dear Sirs,

### Tasks to be carried out under NFDC JCT FA 2024 agreement dated ...

We refer to the Framework Agreement, where the context so allows, terms used in the Enquiry and Order forms shall bear the same meaning as in the governing JCT Framework Agreement and the specified Underlying JCT contract.

Following your response to our Enquiry dated **DATE** please accept this Order Form as instruction from the Employer to carry out the fixed tasks set out in the “Order Form No. - Task Schedule” attached to this form for the fixed cost of £.....subject to any agreed site instructions or variations as the work proceeds.

The Tasks covered by this order form will be carried out in accordance with the recitals, articles and contract particulars of the Underlying Contract (JCT Minor Works 2024) executed as under hand by both parties on **DATE** covering the 4 year framework term of **DATE** to **DATE**.

The Employer will issue a formal purchase order covering the works herein. Works completed by the Provider can only be invoiced upon receipt of a Plot Practical Completion Certificate from the Employer. All monthly invoices submitted by the Provider for completed tasks must quote the purchase order number and plot practical completion certificate number.

Please acknowledge and return this order form to the Employers Contract Administrator before commencing the tasks described above.

### Signed by New Forest District Council (the Employer)

Signature	
Name (Printed)	

**Providers Response:** We acknowledge the terms of this Order Form;

We the Provider confirm below if any additional risks as set out in pre-construction phase documentation (Annex 5 of the framework agreement – Appendix B2) were identified during the enquiry phase site survey.

No Additional Risks

## Appendix B – Project Brief - Outcome Specification

Additional Risks Identified & Agreed  (Please attach report)

### Signed by or on behalf of (the Provider)

Signature	
Name (Printed)	

Attachments:

- Order Form No. – Tasks Schedule.
- Providers risk report (if additional risk identified).

Order Form No. – Tasks Schedule

2no. Properties

1	SAMPLE ADDRESS	TOWN	POSTCODE	Archetype	£.....
2	SAMPLE ADDRESS	TOWN	POSTCODE	Archetype	£.....





**Appendix C3 - Tenderers Cost Response (Menu Pricing)**

**NFDC External Doors, Fire Doors, Cross-Corridor Doors & Communal Entrance Doors Replacement Framework (2025-29)**





*Note to Tenderers - Please Complete ALL Yellow Highlighted sections (mandatory). This spreadsheet auto-calculates based on your input data.*

Tenderer: **Paramount Window and Fascia Ltd**

Uplift % Rates	
<b>Overhead &amp; Profit Uplift %</b> This is the uplift % your company would charge on top of the total direct labour costs to cover non-direct labour costs (this is the indirect costs related to management & back office support) and profit margin.	35.00%
<b>Materials Uplift %</b> This is 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.	10.00%

*\*All prices to be exclusive of VAT*

**Menu Pricing for door supply and installation (to include removal and recycling of existing doors)**

Indicative Door Layout Diagram	NFDC Menu Code	Door Description / Spec Supply and Install (See Appendix B3 for Specification details)	Unit of Measurement (EA = Each; LM = Linear Metre)	Tenderers Response to Pricing Menu*						Framework Agreement term (4 Years)				Forecasted Volumes over 4 Years	Forecasted £Value over 4 Years based on Tendered Rates	
				Supply Only Door Cost £ (excluding Uplift %)	Other Contractor Supplied Materials £ (excluding Uplift %)	Materials PLUS Uplift % £	Direct Labour Costs to Replace Door type £	Direct Labour PLUS Overhead & Profit Uplift £	Total Cost for Door Type / PQ £	2025/26 01 Aug 25 to 31 July 26	2026/27 01 Aug 26 to 31 July 27	2027/28 01 Aug 27 to 31 July 28	2028/29 01 Aug 28 to 31 July 29	Year 1 (BASE COST)	Year 2 Base Cost +/- %	Year 3 Base Cost +/- %
								= Menu Price (BASE YEAR)	3.50%	7.00%	10.50%			= Forecast of Number of new doors over contract term (4 years)	= Total 4 Year Cost Forecast based on Average 4 year Menu Price	
<b>Lot 2 - Fire Doors (External Exposure) - Entrances, Stores, Electrical Cupboards</b>																
	Type 3-1	External Composite Front Fire Door + Frame (solid) - House / Flat	EA	£998.56	£60.00	£1,164.42	£150.00	£202.50	£1,366.92	1,366.92	1,414.76	1,462.60	1,510.44	200	287,735.82	
	Type 3-2	External Composite Front Fire Door + Frame (glazed inset panel) - House / Flat	EA	£1,195.25	£60.00	£1,380.78	£150.00	£202.50	£1,583.28	1,583.28	1,638.69	1,694.10	1,749.52	200	333,279.39	
	Type 3-3	External Composite Front Fire Door + Frame Combination (solid) with single Sidelight or Toplight - Flat	EA	£1,468.10	£90.00	£1,713.91	£180.00	£243.00	£1,956.91	1,956.91	2,025.40	2,093.89	2,162.39	100	205,964.78	
	Type 3-4	External Composite Front Fire Door + Frame Combination (solid) with double Sidelight or Toplight - Flat	EA	£1,669.06	£90.00	£1,934.97	£210.00	£283.50	£2,218.47	2,218.47	2,296.11	2,373.76	2,451.40	50	116,746.77	
	Type 3-5	External Shed, Store or Cupboard Fire Door + Frame - House / Flat	EA	£920.45	£60.00	£1,078.50	£150.00	£202.50	£1,281.00	1,281.00	1,325.83	1,370.66	1,415.50	150	202,237.09	
<b>PROVISIONAL</b>	<b>Building Control Application</b>	Allow for Submission of Full Plans Building Regulation Application to Building Control (Fire Doors). <b>Excludes Building Control Fee</b>	EA	n/a	n/a	n/a	n/a	n/a	£30.00	n/a	n/a	n/a	n/a	100	3,000.00	
														<b>Lot 2 Total to Collection</b>	<b>1,145,963.84</b>	

**Appendix C3 - Tenderers Cost Response (Menu Pricing)**

**NFDC External Doors, Fire Doors, Cross-Corridor Doors & Communal Entrance Doors Replacement Framework (2025-29)**










*Note to Tenderers - Please Complete ALL Yellow Highlighted sections (mandatory). This spreadsheet auto-calculates based on your input data.*

Tenderer: **Paramount Window and Fascia Ltd**

Uplift % Rates	
<b>Overhead &amp; Profit Uplift %</b> This is the uplift % your company would charge on top of the total direct labour costs to cover non-direct labour costs (this is the indirect costs related to management & back office support) and profit margin.	35.00%
<b>Materials Uplift %</b> This is 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.	10.00%

*\*All prices to be exclusive of VAT*

**Menu Pricing for door supply and installation (to include removal and recycling of existing doors)**

Indicative Door Layout Diagram	NFDC Menu Code	Door Description / Spec Supply and Install (See Appendix B3 for Specification details)	Unit of Measurement (EA = Each; LM = Linear Metre)	Tenderers Response to Pricing Menu*						Framework Agreement term (4 Years)				Forecasted Volumes over 4 Years	Forecasted £Value over 4 Years based on Tendered Rates
				Supply Only Door Cost £ (excluding Uplift %)	Other Contractor Supplied Materials £ (excluding Uplift %)	Materials PLUS Uplift % £	Direct Labour Costs to Replace Door type £	Direct Labour PLUS Overhead & Profit Uplift £	Total Cost for Door Type / PQ £	2025/26 01 Aug 25 to 31 July 26	2026/27 01 Aug 26 to 31 July 27	2027/28 01 Aug 27 to 31 July 28	2028/29 01 Aug 28 to 31 July 29	Year 1 (BASE COST)	Year 2 Base Cost +/- %
								= Menu Price (BASE YEAR)	3.50%	7.00%	10.50%			= Forecast of Number of new doors over contract term (4 years)	= Total 4 Year Cost Forecast based on Average 4 year Menu Price
<b>Lot 1 - External Doors (Non-Fire Doors) - Composite / uPVC Doors + Patio Doors</b>															
	Type 1-1	Composite Front Door + Frame (solid) - Residential House / Bungalow / Flat	EA	£560.00	£30.00	£649.00	£85.00	£114.75	£763.75	763.75	790.48	817.21	843.94	350	281,346.41
	Type 1-2	Composite Front Door + Frame (with glazed inset panel) - Residential House / Bungalow / Flat	EA	£643.40	£30.00	£740.74	£85.00	£114.75	£855.49	855.49	885.43	915.37	945.32	350	315,141.13
	Type 1-3	Composite Front Door + Frame Combination (solid) with single Sidelight or Toplight - Residential House / Bungalow / Flat	EA	£965.00	£50.00	£1,116.50	£130.00	£175.50	£1,292.00	1,292.00	1,337.22	1,382.44	1,427.66	300	407,949.00
	Type 1-4	Composite Front Door + Frame Combination (solid) with double Sidelight or Toplight - Residential House / Bungalow / Flat	EA	£1,220.00	£50.00	£1,397.00	£130.00	£175.50	£1,572.50	1,572.50	1,627.54	1,682.58	1,737.61	100	165,505.63
	Type 1-5	Composite Rear Door + Frame (part-glazed) - Residential House / Bungalow / Flat	EA	£552.50	£30.00	£640.75	£85.00	£114.75	£755.50	755.50	781.94	808.39	834.83	400	318,065.50
	Type 1-6	uPVC Rear Door + Frame (part-glazed) - Residential House / Bungalow / Flat	EA	£366.00	£30.00	£435.60	£85.00	£114.75	£550.35	550.35	569.61	588.87	608.14	100	57,924.34
	Type 1-7	Composite Shed / Storeroom / Outhouse Door + Frame - Residential House / Bungalow / Flat	EA	£551.00	£30.00	£639.10	£85.00	£114.75	£753.85	753.85	780.23	806.62	833.00	150	119,014.07
	Type 1-8	uPVC Sliding Patio Doors + Frame (Pair) - Residential House / Bungalow / Flat	EA	£1,185.50	£30.00	£1,337.05	£120.00	£162.00	£1,499.05	1,499.05	1,551.52	1,603.98	1,656.45	50	78,887.51
	Type 1-9	uPVC French Doors + Frame (Pair) - Residential House / Bungalow / Flat	EA	£1,050.00	£30.00	£1,188.00	£120.00	£162.00	£1,350.00	1,350.00	1,397.25	1,444.50	1,491.75	50	71,043.75

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<b>Lot 1 Total to Collection</b>	<b>1,814,877.32</b>
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*\*All prices to be exclusive of VAT*

Tenderers Response to Pricing Menu*					
Supply Only Door Cost £ (excluding Uplift %)	Other Contractor Supplied Materials £ (excluding Uplift %)	Materials PLUS Uplift % £	Direct Labour Costs to Replace Door type £	Direct Labour PLUS Overhead & Profit Uplift £	Total Cost for Door Type / PQ £

Framework Agreement term (4 Years)			
2025/26	2026/27	2027/28	2028/29
01 Aug 25 to 31 July 26	01 Aug 26 to 31 July 27	01 Aug 27 to 31 July 28	01 Aug 28 to 31 July 29
Year 1 (BASE COST)	Year 2 Base Cost +/-%	Year 3 Base Cost +/-%	Year 4 Base Cost +/-%
=Menu Price (BASE YEAR)	<b>3.50%</b>	<b>7.00%</b>	<b>10.50%</b>

Forecasted Volumes over 4 Years	Forecasted £Value over 4 Years based on Tendered Rates
Forecast Volume is indicative and for tender evaluation purposes only.	Forecast £Value is for tender evaluation purposes only.

= Forecast of Number of new doors over contract term (4 years)	= Total 4 Year Cost Forecast based on Average 4 year Menu Price
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**Provisional Quantities (PQ) & Schedule of Rates for Repairs - including Fire Door elements**

Indicative Door Layout Diagram	NFDC Menu Code	Door Description / Spec Supply and Install (See Appendix B3 for Specification details)	Unit of Measurement (EA = Each; LM = Linear Metre)	Supply Only Door Cost £ (excluding Uplift %)	Other Contractor Supplied Materials £ (excluding Uplift %)	Materials PLUS Uplift % £	Direct Labour Costs to Replace Door type £	Direct Labour PLUS Overhead & Profit Uplift £	Total Cost for Door Type / PQ £	2025/26	2026/27	2027/28	2028/29	Forecasted Volumes over 4 Years	Forecasted £Value over 4 Years based on Tendered Rates
In-Warranty Repairs	PQ1	Fire Door Repair - Replace Overhead Door Closer	EA	n/a	£50.67	£50.67	£25.00	£25.00	£75.67	75.67	78.32	80.97	83.62	50	3,982.13
In-Warranty Repairs	PQ2	Fire Door Repair - Replace letter box / plate	EA	n/a	£69.55	£69.55	£15.00	£15.00	£84.55	84.55	87.51	90.47	93.43	50	4,449.44
In-Warranty Repairs	PQ3	Fire Door Repair - Replace Door Knocker / Viewer	EA	n/a	£22.36	£22.36	£15.00	£15.00	£37.36	37.36	38.67	39.98	41.28	50	1,966.07
In-Warranty Repairs	PQ4	Fire Door Repair - Replace smoke seals	LM	n/a	£1.23	£1.23	£20.00	£20.00	£21.23	21.23	21.97	22.72	23.46	50	1,117.23
In-Warranty Repairs	PQ5	Fire Door Repair - Replace intumescent strips	LM	n/a	£1.69	£1.69	£20.00	£20.00	£21.69	21.69	22.45	23.21	23.97	50	1,141.44
In-Warranty Repairs	PQ6	Supply / install to an existing cross corridor doorset	EA	n/a	£193.00	£193.00	£130.00	£130.00	£323.00	323.00	334.31	345.61	356.92	20	6,799.15
In-Warranty Repairs	PQ7	Supply NFDC with Fire Door "Hospital Kit" (to include overhead closer, letterbox / plate, knocker / viewer)	EA	n/a	£147.06	£147.06	£0.00	£0.00	£147.06	147.06	152.21	157.35	162.50	100	15,478.07
Asbestos	PQ8	Asbestos - Cost for removal and safe disposal of asbestos insulation board cavity closer (100mm wide) by a licenced asbestos removal contractor.	LM	n/a	£950.00	£950.00	£0.00	£0.00	£950.00	950.00	983.25	1,016.50	1,049.75	20	19,997.50
Slam-Shut Lock	PQ9	Extra-over cost to supply / fit 'slam-shut' lock over specified lock for front (non - fire) doors.	EA	n/a	£150.00	£150.00	£30.00	£30.00	£180.00	180.00	186.30	192.60	198.90	20	3,789.00
Daywork	PQ10	Daywork - Labour: Door Installer - hourly rate	£/Hr	n/a			£85.00	£85.00	£85.00	85.00	87.98	90.95	93.93	100	8,946.25
Daywork	PQ11	Daywork - Labour: Carpenter - hourly rate	£/Hr	n/a			£100.00	£100.00	£100.00	100.00	103.50	107.00	110.50	100	10,525.00
Daywork	PQ11	Daywork - Labour: Electrician - hourly rate	£/Hr	n/a			£130.00	£130.00	£130.00	130.00	134.55	139.10	143.65	100	13,682.50
Daywork	PQ12	Daywork - Labour: Plasterer - hourly rate	£/Hr	n/a			£100.00	£100.00	£100.00	100.00	103.50	107.00	110.50	100	10,525.00






# Door Replacement Framework Contract


Final Audit Report

2025-08-08


Created:	2025-08-07
By:	Dean Irving (Dean.Irving@NFDC.GOV.UK)
Status:	Signed
Transaction ID:	CBJCHBCAABAkTdCrk8Dfe3eDFyM_XoABvB5o76PnlZO

## "Door Replacement Framework Contract" History

-  Document created by Dean Irving (Dean.Irving@NFDC.GOV.UK)  
2025-08-07 - 09:31:16 GMT- IP address: 170.85.58.92
-  Document emailed to laura@paramountwindows.org.uk for signature  
2025-08-07 - 09:47:46 GMT
-  Email viewed by laura@paramountwindows.org.uk  
2025-08-07 - 10:04:05 GMT- IP address: 81.134.53.135
-  Signer laura@paramountwindows.org.uk entered name at signing as Laura Ballingall  
2025-08-07 - 10:12:02 GMT- IP address: 81.134.53.135
-  Document e-signed by Laura Ballingall (laura@paramountwindows.org.uk)  
Signature Date: 2025-08-07 - 10:12:04 GMT - Time Source: server- IP address: 81.134.53.135
-  Document emailed to laura@paramountwindows.org.uk for signature  
2025-08-07 - 10:12:16 GMT
-  Email viewed by laura@paramountwindows.org.uk  
2025-08-07 - 11:09:47 GMT- IP address: 81.134.53.135
-  Signer laura@paramountwindows.org.uk entered name at signing as David Scriven  
2025-08-07 - 11:11:14 GMT- IP address: 81.134.53.135
-  Document e-signed by David Scriven (laura@paramountwindows.org.uk)  
Signature Date: 2025-08-07 - 11:11:16 GMT - Time Source: server- IP address: 81.134.53.135
-  Document emailed to Richard Knott (richard.knott@nfdc.gov.uk) for signature  
2025-08-07 - 11:11:27 GMT
-  Email viewed by Richard Knott (richard.knott@nfdc.gov.uk)  
2025-08-07 - 11:26:30 GMT- IP address: 104.47.85.62

 Email viewed by Richard Knott (richard.knott@nfdc.gov.uk)

2025-08-08 - 11:16:49 GMT- IP address: 172.167.201.151

 Document e-signed by Richard Knott (richard.knott@nfdc.gov.uk)


Signature Date: 2025-08-08 - 13:48:37 GMT - Time Source: server- IP address: 165.225.81.71

 Document emailed to sophie.tuffin@nfdc.gov.uk for signature

2025-08-08 - 13:48:49 GMT

 Email viewed by sophie.tuffin@nfdc.gov.uk

2025-08-08 - 14:40:18 GMT- IP address: 104.47.85.126

 Signer sophie.tuffin@nfdc.gov.uk entered name at signing as S.Tuffin

2025-08-08 - 14:42:51 GMT- IP address: 170.85.58.100

 Document e-signed by S.Tuffin (sophie.tuffin@nfdc.gov.uk)

Signature Date: 2025-08-08 - 14:42:53 GMT - Time Source: server- IP address: 170.85.58.100

 Agreement completed.

2025-08-08 - 14:42:53 GMT