

Agreement

This Agreement

is made the 29 August 2025

Between

The Employer

Hassocks Parish Council

of Parish Centre, Adastra Park, Hassocks, West Sussex BN6 8QH

And

The Contractor

Barcombe Landscapes Contractors Limited

Place of incorporation: England and Wales

(Company No. 02925611)^[1]

whose registered office is at Springlands, Town Littleworth, Cooksbridge, Lewes, East Sussex, BN8 4TH

[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

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

The project requires the contractor to establish lines and levels for a new drainage system, provide record drawings, excavate trenches and inspection chambers, install new perforated drainage pipes on recreation ground in accordance with plans provided, carry out repairs to the concrete headwall and bank, flush a section of existing pipework (if possible), reinstate turf and maintain as necessary for 12-month period

at

Adastra Park, Keymer Road, Hassocks BN6 8QH ('the Works')
under the direction of the Architect/Contract Administrator referred to in Article 4;

Second

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

- the drawings listed in Appendix 1: General Arrangement Plan
- Appendix 2: Site Plan
- Appendix 3: Carrier Drain Typical Cross Section ('the Contract Drawings')^[3]^[4]
- a Specification ('the Contract Specification')^[5]
- Work Schedules^[6]

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')^[6] are annexed to this Agreement^[6];

Third

the Contractor has supplied the Employer with a copy of the priced Contract Specification^[3];

Fourth

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

[2] State nature and location of intended works.

[3] Delete as appropriate.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them.

[5] 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.

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

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

the Contract is not supplemented by a Framework Agreement;

Seventh

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

Articles

Now it is hereby agreed as follows

Article 1 Contractor's obligations

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

Article 2 Contract Sum

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

Fifty nine thousand four hundred and forty four pounds (£59440) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

Article 3 Collaborative working

The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Article 4 Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator^[7] is

Elaine Langridge

of

Hassocks Parish Council, Parish Centre, Adastra Park, Keymer Road, Hassocks BN6 8QH

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

Article 5 CDM Regulations – Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

the Principal Designer is

Barcombe Landscapes Contractors Ltd

of

[7] 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.

Springlands, Town Littleworth, Cooksbridge, Nr Lewes, East Sussex BN8 4TH

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

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

Article 6 Building Regulations – Principal Designer and Principal Contractor

Not applicable

Article 7 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.3.^[8]

Article 8 Arbitration

Not applicable

Article 9 Legal proceedings^[9]

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.

[8] 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.

[9] 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).

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

8 July 2025

Fourth Recital and clause 4.2

Construction Industry Scheme (CIS)

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

Fifth Recital

CDM Regulations^[10]

the project
* is not notifiable

Seventh Recital and Schedule 2

Supplemental Provisions^[11]

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

Supplemental Provision 1: Health and safety
* does not apply

Supplemental Provision 2: Cost savings and value improvements
* does not apply

Supplemental Provision 3: Performance Indicators and monitoring
* does not apply

Article 8

Arbitration

(If neither entry is deleted, Article 8 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and Schedule 1 apply.)^[12]

Article 8 and Schedule 1 (Arbitration)

- [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.
- [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 [9].

* do not apply

1.6.2

Addresses for service of notices by the Parties

(If a Party's address is not stated, it shall, subject to clause 1.6.2, be that shown at the commencement of the Agreement.)

Employer

Parish Centre, Adastra Park, Keymer Road

Contractor

Springlands, Town Littleworth, Cooksbridge, Nr Lewes, East Sussex BN8 4TH

The respective email addresses for the Parties are

Employer's email

clerk@hassocks-pc.gov.uk

Contractor's email

mail@barcombelandscapes.co.uk

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

2.2

Works commencement date

1 September 2025

Date for Completion

11 October 2025

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

2.8

Liquidated damages

at the rate of

£n/a per n/a^[13]

2.10

Rectification Period

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

12 months months^[14]

from the date of practical completion

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

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

4.3

Interim payments – Interim Valuation Dates^[15]

(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals.)

The first Interim Valuation Date is

n/a

and thereafter at intervals of

n/a

4.4

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

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

0 per cent^[14]

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

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

90 per cent^[14]

4.4 and 4.9

Fluctuations provision^[16]

(Unless another provision or entry is selected, the JCT Fluctuations Option applies. References in this Contract to the JCT Fluctuations Option (or any provision as set out in such Option) are references to the JCT 2024 edition of that Option.)

* no fluctuations provision applies

4.9.1

Supply of documentation for computation of amount to be finally certified

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

12 months^[14]

from the date of practical completion

5.3

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

£5 million

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

5.4, 5.5 and 5.6

Insurance of the Works etc. – alternative provisions^[17]

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

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

[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

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

5.6

Insurance arrangements – details of the required policy or policies

are set out in the following document(s)

tender requirement that the contractor must have adequate insurance cover for the duration of the contract, including public liability of no less than £5m.

6.2.3.2

Service of notices by email

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

Clause 6.2.3.2

* does not apply

7.1

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee

n/a

Contractor's nominee

n/a

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

7.3

Adjudication^[18]

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

(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.)

* n/a

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.

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."^[19] 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.

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

Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

E. Larnidge
D. J. Bonting
witness' signature

witness's name
BONTING

witness's address
21 ABASTRA AVE
BNG 8DD

Signed by or on behalf of
the Contractor

in the presence of:

P. Richardson
witness' signature

P. RICHARDSON
witness's name

20 KYMER GARDENS
witness's address

WASSOCKS BNG 8QZ