

## **APPENDIX D: CONTRACT PARTICULARS**

### **Part 1: General**

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations	The project is notifiable.
Sixth Recital	Framework Agreement (if applicable) ( <i>State date, title and parties.</i> )	Not Applicable
Seventh Recital and Schedule 3	Supplemental Provisions ( <i>Where neither entry against an item below is deleted, the relevant paragraph applies.</i> )	
	Collaborative working	Paragraph 1 applies
	Health and Safety	Paragraph 2 applies
	Cost saving and value improvements	Paragraph 3 applies
	Sustainable development and environmental considerations	Paragraph 4 applies
	Performance Indicators and Monitoring	Paragraph 5 does not apply
	Notification and negotiation of disputes	Paragraph 6 does not apply
Article 7	Arbitration	Article 7 and clauses 1 (arbitration) do not apply
2.2	Works commencement date - 8 Trickett's Arcade	From w/c 10 <sup>th</sup> November 2025
2.2	Date for Completion	Within 6 weeks of the commencement date.
2.8	Liquidated Damages (These are only to be applied on a property specific basis and for the period post completion date where the relevant business is affected).	£213.97 per week
2.10	Rectification Period	12 Months
4.3	Interim Valuations	See attached schedule

4.3	Payments prior to sectional completion	95%
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<i>Clause etc.</i>	<i>Subject</i>	
4.3	Payments becoming due on or after completion	97.5%
4.3 and 4.8	Listed Items – uniquely identified <i>(Delete the entry if no bond is required.)</i>	-  [Must also include items under clause 5.8]
4.8.1	Supply of documentation for computation of amount to be finally certified	3 months
5.3	Contractor's Public Liability insurance: injury to person or property – the required level of cover is not less than	£10,000,000.00  For any one occurrence or series of occurrences arising out of one event
4.18.1	Retention Percentage <i>(The percentage is 5 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)</i>	5 per cent
5.4A, 5.4B and 5.4C	Insurance of the works	Clause 5.4B (works and existing structures insurance by the Employer in joint names)
5.4A and 5.4B	Percentage to cover professional fees	Already accounted for separately to this tender
9.2.1	Adjudication	The Adjudicator is to be appointed by the President or a Vice President of the Royal Institution of Chartered Surveyors
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	Not applicable