

EMPLOYER: **The Horniman Public Museum and Public Park Trust**

SITE: **Garden Toilets, Horniman Gardens, 100 London Rd, London SE23 3PQ**

PROJECT TENDER: **Garden Toilets Refurbishment**

TENDER DRAFT CONTRACT TERMS

The following contract terms will apply. Tendering contractors should review and confirm these terms are acceptable before submitting their tender.

In the event of query, the tendering contractor should raise this as a tender clarification as per the tender document instructions.

In the event of objection, qualification or wish to propose alternative terms, the tendering contractor must highlight this within their tender offer.

1. The **Form of Contract** is **JCT Minor Works with Contractor's Design 2024 (MWD24)**.
The contract is not supplemented by a Framework Agreement.
2. The **Employer** is **The Horniman Public Museum and Public Park Trust, 100 London Rd, London SE23 3PQ**.
They are not a construction industry scheme contractor for tax purposes.
3. The **Location** of the Works is at **The Garden Toilets, Horniman Gardens, 100 London Rd, London SE23 3PQ**.
4. The **Works** is **Refurbishment of the Garden Toilet Block, comprising replacement of windows, replacement of all internal sanitaryware, cubicles, finishes, fixtures and fittings, associated plumbing, waste, mechanical and electrical work and exterior repointing**.
5. The Works **Commencement Date** is **23rd February 2026**.
6. The **Date for Completion** is **31st March 2026**.
7. The **Contractor's Designed Portion** is:
 - a. Final technical design of windows to meet the employer's requirements
 - b. Final technical design of plumbing and waste systems to meet the employer's requirements
 - c. Final technical design of electrical and mechanical systems to meet the employer's requirements
 - d. Final technical design of all containment, bracketry and fixings to meet the employer's requirements
 - e. The technical design of aspects within the scope as required to meet the Building Regulations.
8. The **Contract Administrator** is **Dorian Burt of Dorian Burt Associates**.

9. The **CDM Principal Designer** is **The Horniman Public Museum and Public Park Trust**.
10. The **CDM Principal Contractor** is the appointed contractor **TBC**.
11. The work is not **CDM notifiable**.
12. The **Building Regulations Principal Designer** is the appointed contractor **TBC**.
13. The **Building Regulations Principal Contractor** is the appointed contractor **TBC**.
14. The **scope of work** and **contractor's design responsibilities** are as detailed in the **tender invitation document, the tender documents and tender drawings, ref's TBC**.
15. The **pricing document** provided by the contractor is **the successful contractor's tender submission documents, ref's TBC**.
16. The contract is to be **executed as a deed**.
17. The first interim **valuation date** is **10th March** and **three-weekly** thereafter **TBC**.
18. The valuation **currency** shall be **GBP**.
19. The **base date** shall be the **date of tender submission**.
20. **Value fluctuation** provisions **do not apply**.
21. **Contract instructions, notices and communications** shall be **by email**.
22. The **Rectification Period** is **Twelve months**.
23. **Retention** is held at **5% on interim payments** and **2.5% on practical completion**, with the remainder released at expiry of defects period if defects are made good or accepted.
24. The value of **Liquidated and Ascertained Damages** will be **£100.00 per calendar day**.
25. **Insurances** are to be as follows:
 - a. The **Employer** will **insure or otherwise underwrite the existing building**
 - b. The **Contractor** shall hold **£5m Contract Works Insurance** cover
 - c. The **Contractor** shall hold **£10m Public Liability Insurance** cover
 - d. The **Contractor** shall hold **£5m Professional Indemnity (design) Insurance** cover.
26. The **Employer's Nominee and Contractor's Nominee** for notification and negotiation of disputes are **TBC**.
27. **Disputes** shall ultimately be settled by **Adjudication**. The adjudicators shall be **selected by the RICS / RICS Dispute Resolution Service**.
28. The **Supplemental Provisions** apply as follows:
 - a. **Health & Safety** (safe culture promotion) – **applies**
 - b. **Cost Saving and Value Improvements** (shared savings) – **does not apply**
 - c. **Performance Indicators and Monitoring** (KPIs/rectification) – **does not apply**.
29. The **Governing Law** shall be the law of **England and Wales**.

***TBC** items are to be confirmed on appointment of a successful contractor.*