

VOLUME 1

JCT DESIGN & BUILD 2016 CONTRACT

SECTION 1

Articles of Agreement and Contract Particulars
JCT Design and Build Contract 2016 (as amended)

WS VERSION 10.00 03/09/25

Lyndhurst Farm, Green Street, Borehamwood, Hertfordshire, WD6 5NF

Between

BUILDING FOR THRIVE LIMITED

and

HILL PARTNERSHIPS LIMITED

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AGREEMENT

THIS CONTRACT is made on 5th September

2025

BETWEEN:

- (1) **BUILDING FOR THRIVE LIMITED** (company number 10471305) of Westside, London Road, Hemel Hempstead, HP3 9TD (**Employer**); and
- (2) **HILL PARTNERSHIPS LIMITED** (company number 02599073) and whose registered office is situated at The Power House Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex, EN9 1BN (**Contractor**)

RECITALS

The Recitals are deleted and replaced with the following:

Whereas

- First** the Employer wishes to have the design and construction of 186 dwellings (comprised of 30 affordable rent, 45 social rent and 74 shared ownership units, together with 37 private market sale units to be delivered as shared ownership units), Community Centre, associated parking, landscaping and open space, and associated infrastructure work at Lyndhurst Farm, Green Street, Borehamwood, Hertfordshire, WD6 5NF together with the Off Site Allotment Works (together the **Works**) in accordance with the JCT Design and Build Contract (2016 edition) and including Sections 1 to 9 and the Schedules annexed thereto) subject to the further amendments set out in the Schedule of Amendments and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements (the **Employer's Requirements**);
- Second** in response to the Employer's Requirements the Contractor has supplied to the Employer:
- documents showing and describing the Contractor's proposals for the design and construction of the Works (the **Contractor's Proposals**); and
 - an analysis of the Contract Sum (the **Contract Sum Analysis**);
- Third** The Contractor has examined and accepted the Employer's Requirements and is satisfied:
- as to the feasibility and practicality of the Employers Requirements and has agreed to accept full responsibility for any design contained within them;
 - that the Contractor's Proposals and Contract Sum Analysis will meet the Employer's Requirements in respect of the Works save for any increases in the Contract Sum in accordance with this Contract; and
 - that the Employer's Requirements can be carried out within the timescale envisaged therein and at the cost indicated in the Contract Sum Analysis save for any increases in such timescale and/or the Contract Sum in accordance with this Contract;
- Fourth** for the purposes of the Construction Industry Scheme (**CIS**) under the Finance Act 2004 the status of the Employer as at the Base Date is that stated in the Contract Particulars;
- Fifth** the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars.
- Sixth** where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;

Seventh whether any of the Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars;

ARTICLES

The Articles are deleted and replaced with the following:

Now it is hereby agreed as follows:

Article 1: Contractor's obligations

The Contractor shall carry out and complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents and in so doing agrees to accept responsibility for any design contained within the Employer's Requirements.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions, the VAT inclusive sum of [REDACTED] (the **Contract Sum**) or such other sum as shall become payable under this Contract.

Article 3: Employer's Agent

For the purposes of this Contract the **Employer's Agent** is **SILVER DCC LIMITED** or such other person as the Employer shall nominate in his place. Save to the extent that the Employer may otherwise specify by written notice to the Contractor, (i) all notices, applications, requests or statements submitted by the Contractor to the Employer must at the same time also be submitted to the Employer's Agent; and (ii) the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and to otherwise act for the Employer under any of the Conditions.

Article 4: Employer's Requirements and Contractor's Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5: Principal Designer

- (i) The Principal Designer for the purpose of the CDM Regulations is the Contractor or if he ceases to be the Principal Designer, such other person as the Employer shall appoint pursuant to regulation 5 of the CDM Regulations.
- (ii) The Principal Designer for the purpose of the Building Regulations is the Contractor or if he ceases to be the Principal Designer, such other person as the Employer shall appoint.

Article 6: Principal Contractor

- (i) The Principal Contractor for the purposes of the CDM Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 5(1) of the CDM Regulations.
- (ii) The Principal Contractor for the purposes of the Building Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 5(1) of the CDM Regulations.

Article 7: Adjudication

Notwithstanding anything else contained in this Contract, if any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 8: Arbitration

NOT USED.

Article 9: Legal Proceedings

Subject to Article 7 if any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or out of or in connection therewith shall arise between the Contractor and the Employer either during the progress of the Works or after the completion or abandonment of the Works or after the determination of the employment of the Contractor it shall be determined by legal proceedings and the English Courts shall have jurisdiction over any such dispute or difference.

Article 10: Conditionality related to funding and planning

The Contractor shall carry out the Works in accordance with this Contract including without limitation as required by clause 2.1.6 and the Employer shall be entitled to terminate the Contractor's engagement under this Contract at any time by written notice to the Contractor in the event that:

- (i) the Contractor does not, for whatever reason commence a Funding Requirement Activity to the extent required by a Funder (which may include, without limitation, provision of evidence including dated photos and site meeting minutes or any other requirements of the Grant Funding Agreement) on or prior to the Funding Requirement Date; and/ or
- (iii) the Contractor does not carry out or procure the carrying out of a material operation pursuant to the Planning Permission in accordance with Section 56 of the Town and Country Planning Act 1990 on or prior to the Funding Requirement Date; and/ or

In the event that the Employer terminates the Contract pursuant to this Article 10, the Employer shall have no liability for any loss of contract, loss of profit or other losses which may be incurred or suffered by the Contractor arising out of or as a result of the termination or otherwise (including those losses and/damages described at clause 8.12.3.5) and the provisions of clauses 8.12.3.1 to 8.12.3.4 (inclusive) shall apply.

Article 11: Conditionality related to the Off Site Allotment Works

The Contractor shall carry out the Works in accordance with this Contract including without limitation as required by clause 2.1.6 and the Employer shall be entitled to terminate the Contractor's engagement under this Contract at any time by written notice to the Contractor in the event that:

- (i) the 'Certificate of Practical Completion' for the 'Phase 1 Works' (as both terms are defined under the Off Site Allotment Works Agreement) has not been issued by 1 March 2026, unless the Contractor has provided written evidence to the Employer's reasonable satisfaction that the footbridge works required by the Section 106 Agreement are deliverable and can be discharged in order to use the community centre and residential dwellings on the areas known as plots A & B and associated landscape works; and/ or
- (ii) an Allotment Associated Works Omission Instruction under Article 13 will, or is likely to, mean that the Works when completed do not comply with the Planning Permission and/or other Statutory Requirements.

In the event that the Employer terminates the Contract pursuant to this Article 11, the provisions of clauses 8.12.3.1 to 8.12.3.5 (inclusive) shall apply, save that the Employer shall not be obliged to pay any sum to the Contractor which does not constitute an "Abortive Cost" (as defined under the Access Insurance Policy).

Article 12: CIL Relief

- 12.1 The parties acknowledge that the Employer is at the date of this Contract applying to claim for Social Housing Relief (as defined by the CIL Regulations) and the Contractor shall (without unreasonable delay) provide any reasonable assistance necessary to assist the Employer to obtain Social Housing Relief including, but not limited to, signing any notices and replying to any enquiries that the Employer may reasonably require.
- 12.2 The Contractor shall not commence the Works at the Site with the exception of the Fourth Property (as defined in the Sale and Purchase Agreement) unless and until a Social Housing Relief Event has occurred.
- For the purposes of this Article 12, a "Social Housing Relief Event" means:
- (i) a grant of Social Housing Relief has been approved and a copy of the notification of the grant has been provided to the Contractor; or
 - (ii) the Employer otherwise gives notice to the Contractor to proceed with the Works to the exclusion of the remainder of this Article 12.
- 12.3 Notwithstanding any other term of this Contract:
- (i) the occurrence of any delay in a Social Housing Relief Event occurring shall not constitute a Change;
 - (ii) the Contractor shall have no entitlement to claim any extension of time in respect of any delay related to delays to and/or the occurrence of a Social Housing Relief Event during the period from the date of this Contract until 21 September 2025, and in the event that the Social Housing Relief Event occurs after 21 September 2025, any extension of time which the Contractor may be due (in respect of which clause 2.26.6 only may apply) shall be limited to any relevant period from 22 September 2025; and
 - (iii) the Contractor shall have no entitlement to claim any loss and expense under any Relevant Matter in respect of any delay and/or disruption related to delays to and/or the occurrence of a Social Housing Relief Event from the date of this Contract until the date which is 2 months from the date of this Contract, and in the event that the Social Housing Relief Event occurs after the date that is 2 months from the date of this Contract, any loss and expense which the Contractor may be due (in respect of which clause 4.21.5 only may apply) shall be limited to the period from the date that is 2 months from the date of this Contract.

Article 13: Omission of the Allotment Associated Works

- 13.1 For the purposes of this Article 13, the "Allotment Associated Works" means the Off Site Allotment Works and that part of the Works to be carried out in the area coloured orange on drawing entitled "Allotment Restriction Plan No. T- Plan 2- 24.1877.1020" as contained within Volume 2 Appendix T of the Employer's Requirements.
- 13.2 Without prejudice to other terms of this Contract, the Contractor shall keep the Employer regularly informed of progress of the Off Site Allotment Works and shall update it monthly on any issues related to access, title and/or delays to the Off Site Allotment Works.
- 13.3 In the event that any issues arise which prevent the Contractor from progressing the Off Site Allotment Works in accordance with this Contract, the Contractor shall notify the Employer in writing immediately and the parties shall use reasonable endeavours (with each party bearing their own respective costs of the same) to reach a solution to resolve any access and/or title issues in order to enable the Works (including the Off Site Allotment Works) to progress.
- 13.4 The Employer may instruct the omission of the Allotment Associated Works or part thereof at any time following 1 March 2026 (or such later date as the parties have agreed in writing) if:
- (a) the Certificate of Practical Completion for the 'Phase 1 Works' (as both terms are defined under the Off Site Allotment Works Agreement) has not been issued; and

- (b) the Employer considers in its absolute discretion that the Allotment Associated Works are not capable of being delivered in accordance with Statutory Requirements due to any access issues and/or title issues that have arisen;

by issuing an "Allotment Associated Works Omission Instruction" in accordance with this Article 13.

- 13.4 Notwithstanding any other term of this Contract, if an Allotment Works Omission Instruction is issued by the Employer under this Article 13 the Contract Sum shall be adjusted in accordance with Clause 5, save that the adjustment shall ensure that the Employer is not obliged to pay any sum to the Contractor in respect of the Allotment Associated Works which does not constitute an "Abortive Cost" (as defined under the Access Insurance Policy).

- 13.5 This Article 13 is without prejudice to the Employer's rights under Article 11.

Article 14: Incorporation of schedule of amendments

The Employer and the Contractor agree that the modifications in the schedule of amendments attached (the "Schedule of Amendments") shall be incorporated into this Contract and the provisions of the Agreement (including the Recitals, Articles and Contract Particulars), the annexed Conditions and Schedules annexed to the Conditions, the Appendices and the Supplementary Provisions annexed to the said Conditions shall have effect as modified by the Schedule of Amendments and which shall together comprise "the Contract".

CONTRACT PARTICULARS

The Contract Particulars are deleted and substituted with the following:

<i>Clause</i>	<i>Subject</i>	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS.
Fifth Recital	Description of Sections (if any) <i>(if not shown or described in the Employer's Requirements state the reference numbers and dates or other identifiers of documents in which they are shown)</i>	TH 828 Lyndhurst Farm 6 Sectional completions 11.08.2025' document in Volume 2, Section 2, Appendix D of the Contract Documents Lyndhurst Farm- Phasing Mark Up- 11.08.2025 – Master contained in Volume 2, Section 2, Appendix D of the Contract Documents.
Sixth Recital	Framework Agreement (if applicable) N/A	
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph does not apply.)</i> Named Sub-Contractors	Supplemental Provision 1 does not apply
	Valuation of Changes - Contractor's estimates	Supplemental Provision 2 does not apply
	Loss and Expense - Contractor's estimates	Supplemental Provision 3 does not apply
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph does not apply)</i> Acceleration Quotation	Supplemental Provision 4 Applies
	Collaborative working	Supplemental Provision 5 Applies
	Health and safety	Supplemental Provision 6 Applies
	Cost savings and value improvements	Supplemental Provision 7 does not apply
	Sustainable development and environmental considerations	Supplemental Provision 8 Applies
	Performance Indicators and monitoring	Supplemental Provision 9

	Notification and negotiation of disputes	does not apply Supplemental Provision 10
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Applies Employer's nominee: Chantelle Barker Contractor's nominee: Robert Jack or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements (<i>State reference numbers and dates or other identifiers of the documents in which these are contained.</i>)	Comprise the following documents: Volume 2 of the Contract Documents
Article 4	Contractor's Proposals (<i>State reference numbers and dates or other identifiers of documents in which these are contained.</i>)	Comprise the following documents: The Employer's Requirements are the Contractor's Proposals
Article 4	Contract Sum Analysis (<i>State reference numbers and dates or other identifiers of documents in which these are contained.</i>)	The document identified as the Contract Sum Analysis : The Document named 'Lyndhurst Farm - CSA 2025-07.30 Rev H' located at Volume 4 of the Contract Documents.
Article 8	Arbitration	Article 8 and clauses 9.3 and 9.8 (arbitration) do not apply
1.1	Base Date	The date of the Contract
1.1	BIM Protocol (where applicable)	Does not apply
1.1	Sections: Date for Completion of the Works	
1.1	Sections: Date for Completion of Sections	Section 1: 5 May 2027 Section 2: 14 December 2027 Section 3: 31 March 2028 Section 4: 4 August 2028 Section 5: 8 September 2026 Section 6: 31 July 2026
1.7	Addresses for service of notices by the Parties (<i>If none is stated, the address in each case, unless and until otherwise agreed and subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.</i>)	Employer: Contractor:

2.3 Dates of Possession of the Site

the date of the Contract

2.4

Sections: deferment of Sections

Clause 2.4 applies

2.29.2 Liquidated Damages

Liquidated damages shall apply at the following rates:

Section 1: [redacted] rate for the first six weeks, and thereafter at a pro rata rate of \$ [redacted] per week for each "flat", and [redacted] per week for each "house" or each "bungalow" (as defined in the Schedule of Accommodation) that is not practically complete by the Date for Completion of this Section.

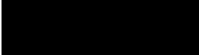
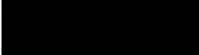
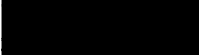
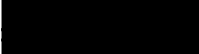
Section 2: a pro rata rate of [redacted] per week for each "flat", and [redacted] per week for each "house" or each "bungalow" (as defined in the Schedule of Accommodation) that is not practically complete by the Date for Completion of this Section.

Section 3: a pro rata rate of [redacted] per week for each "flat", and [redacted] per week for each "house" or each "bungalow" (as defined in the Schedule of Accommodation) that is not practically complete by the Date for Completion of this Section.

Section 4: [redacted] rate for the first six weeks, and thereafter at a pro rata rate of [redacted] per week for each "flat", and [redacted] per week for each "house" or each "bungalow" (as defined in the Schedule of Accommodation) that is not practically complete by the Date for Completion of this Section.

Section 5: [redacted] rate for the first thirteen weeks, and thereafter at a pro rata rate of [redacted] per week for each "flat", and [redacted] per week for each "house" or each "bungalow" (as defined in the Schedule of Accommodation) that is not practically complete by the Date for Completion of this Section.

Section 6: [redacted] per week for each "pod" that is not practically

		complete by the Date for Completion of this Section
2.34	Sections: Section Sums	Section 1  Section 2  Section 3  Section 4  Section 5  Section 6 
2.35	Rectification Period	24 months from the date of practical completion of any Section
4.2, 4.12 and 4.13	Fluctuation Provision	No Fluctuation Provision applies.
4.6	Advance Payment	does not apply
4.6	Advance Payment Bond	An advance payment bond /is not required
4.7.1	Method of Payment – alternatives	Periodically in accordance with Alternative B (clause 4.13)
4.7.2	Interim Payments – Interim Valuation Dates <i>(The dates apply for each Alternative; If no date is stated, the date for the first Interim Valuation Date is to be one month after the Date of Possession.)</i>	The first Interim Valuation Date is the Date of the Contract and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items – uniquely identified <i>(Delete the entry if no bond is required)</i>	Not used
4.15.5	Listed Items – not uniquely identified <i>(Delete the entry if clause 4.15.5 does not apply.)</i>	Not used
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is a Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)</i>	Clause 4.17 does not apply
4.18.1	Retention Percentage	3 per cent
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document. Not used

6.4.1	Contractor's Public Liability insurance – injury to persons or property – the required level of cover is not less than:	£20,000,000 for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £20,000,000
6.7 and Schedule 3	Works insurance – Insurance Option applicable	Schedule 3: Insurance Option A applies
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	15% per cent
	Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is: <i>(as supplied by Contractor)</i>	1 July
	Where Insurance Option C applies, paragraph C.1 (Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)	N/A
6.10 and Schedule 3	Terrorism Cover - details of the required cover (State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required.)	are set out in the following document(s): Pool Re
6.15	Professional Indemnity insurance	£25,000,000 including costs and expenses plus unlimited round the clock reinstatements other than for cladding and fire safety for which £25,000,000 aggregate limit only applies.
	Level of cover	Amount of indemnity required relates to claims or series of claims arising out of one event and is £5,000,000
	Cover for pollution and contamination claims	is required with a limit of indemnity of: £1,000,000
	Expiry of required period of Professional Indemnity insurance	15 years
6.17	Joint Fire Code	The Joint Fire Code applies
	If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	Yes
6.17	Joint Fire Code – amendments/revisions <i>(The cost shall be borne by the Contractor unless otherwise stated.)</i>	The cost, if any, of compliance with amendment(s) or revisions(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 (if clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only)	NOT USED and replaced by provisions in the Schedule of Amendments.
7.3.1	Performance bond or guarantee from bank or other approved surety	is not required

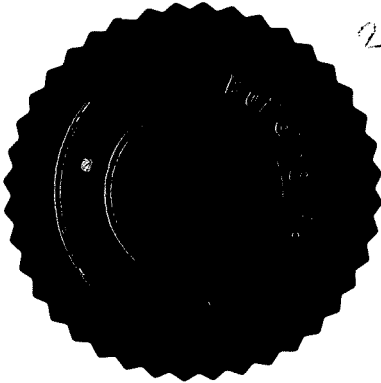
	The required form of the bond or guarantee is set out in:	N/A
	Initial value	N/A
	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be:	
	<i>(if no entry is selected, the date shall be the date of practical completion of the Works)</i>	
	Reduction in value – if not specified in the required form	n/a.
	and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is:	
	<i>(if no other percentage is stated, it shall be 50 per cent)</i>	
7.3.2	Guarantee from the Contractor's parent company	is required
	Parent company's name and registration number	Hill Holdings Limited (CRN: 04202304)
	The required form of the guarantee is set out in:	Schedule F
7.4	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractor of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works, either as third party rights or by collateral warranties ('Rights Particulars') set out in the following document:	The Employer, Funder, any Purchaser and/or Tenant
8.9.2	Period of suspension <i>(If none is stated, the period is 2 months.)</i>	2 months
8.11.1.1 to 8.11.1.6	Period of suspension <i>(If none is stated, the period is 2 months.)</i>	2 months
9.2.1	Adjudication	The Adjudicator is to be confirmed as required
	Nominator of Adjudicator – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) <i>(Where an Adjudicator is not named and a nominator has been selected, the nominator shall be one of the nominators listed opposite selected by the Party requiring the reference to adjudication.)</i>	President or a Vice-President or Chairman or a Vice-Chairman: Technology & Construction Solicitor's Association
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 used.

ATTESTATION

The Attestation is deleted and replaced with the following:

This Contract has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**BUILDING FOR THRIVE
LIMITED** acting by two
authorised signatories namely



28/25 *St King*

(Signature)

Authorised by

STEPHEN KING

Full name (block capitals)

Alex

(Signature)

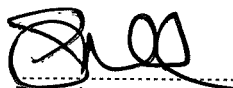
Authorised by

ALIX GREEN

Full name (block capitals)

Executed as a deed by
HILL PARTNERSHIPS LIMITED
acting by

a director, and


.....
Director

SIMON TRICE
.....

Full name (block capitals)

witnessed by


.....
Witness signature

D R HILL
.....

Witness name

.....
Witness address

THE POWDERHOUSE, GUNPOWDER MILL,
POWDERMILL LANE, SSOEX, EN9 1BN.
.....

Conditions

Section 1 Definitions and Interpretation

Definitions

1.1 INSERT the following new definitions or AMEND the current definitions in clause 1.1 as follows:

Access Insurance Policy	means the "Access Title Indemnity Policy" as defined in the Sale and Purchase Agreement.
Allotment Associated Works	as defined in Article 13.1
Allotment Associated Works Omission Instruction	an instruction issued under Article 13 to omit all or any part of the Allotment Associated Works.
Building Regulations Principal Contractor:	the Contractor or other contractor named in Article 6 or any successor appointed by the Employer.
Building Regulations Principal Designer	the Contractor or other person named in Article 5 or any successor appointed by the Employer.
Building Regulations	the Building Regulations 2010 (SI 2010/2214)
Building Safety Laws	means, insofar as the following apply to the Works as at the date of this Agreement,

- .1 the Building Safety Act 2022;
- .2 the Defective Premises Act 1972;
- .3 the Building Act 1984;
- .4 the Building Regulations;
- .5 any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects the Works;
- .6 any guidance issued by a government department and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and
- .7 any building safety laws and regulations now in force that affects the Works or performance of any obligations under this Contract.

Building Warranty Cover	12 year building warranty and insurance cover with endorsement for Contractor insolvency in favour of the Employer under the NHBC Buildmark Choice Scheme ("NHBC") or equivalent building warranty and insurance cover approved in writing by the Employer.
Building Warranty Documents	documents offering the Building Warranty Cover.
Capital Funding Guide	the Capital Funding Guide containing the rules and procedures for all providers delivering affordable housing through one of Homes England's affordable homes programmes (published 4 November 2016, and updated 10 June 2025) which may be accessed at https://www.gov.uk/guidance/capital-funding-guide
CIL	community infrastructure levy adopted by a charging authority in accordance with Part 11 of the Planning Act 2008 and the Community Infrastructure Levy Regulations (2010) as amended.
CIL Regulations	the Community Infrastructure Levy Regulations 2010 (SI 2010/948) together with all and any amendments or variations thereto or any subsequent replacement regulations that relate to CIL.
Collateral Warranty	a deed of collateral warranty in the appropriate form in Schedules B and C to this Contract together with any such reasonable amendments as the Employer may require or approve or that may be required by the parties' insurers.

Competency Requirements	the skills, knowledge, experience, behaviours and capabilities required to properly and competently perform the functions of a Dutyholder in relation to the Works in accordance with Statutory Requirements including but not limited to those obligations under the Building Safety Act 2022 insofar as the same applies to the Works as at the date of this Agreement and any associated secondary legislation and/or regulations in existence, together with any further competency standards published from time to time by any authorised body, including without limitation, the British Standards Institution insofar as the Contractor's compliance with such further competency standards can be achieved without further cost to the Contractor otherwise such compliance shall amount to a Change.
Conditions	INSERT the following after the word "hereto": "as amended by the Schedule of Amendments referred to in Article 13".
Consents	the planning permissions referred to in the Employer's Requirements or any other planning permissions relating to the Works, approval of reserved matters and all details pursuant thereto and including any consents that are required to be obtained as part of a non-material amendment to any planning permission, building regulation approvals and certificates, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to the Statutory Requirements or otherwise to the carrying out of the Works and if they are destroyed or damaged, the reinstatement of the Works and including any consents contemplated by the Planning Variations Tracker .
Contamination	pollutants or contaminants, including chemical or industrial radioactive, dangerous, toxic or hazardous substances, waste or residue (whether in solid, semi-solid or liquid form or a gas or vapour).
Deleterious	materials that are (either alone or in combination with other materials): - generally accepted, or generally suspected, in the construction industry as posing a threat to the health and safety of any person; or posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; - not in accordance with any relevant European or British Standard, relevant code of practice or good building practice; or

- not in accordance with the guidelines contained in the edition of 'Good Practice in the Selection of Construction Materials' (British Council for Offices) current at the date of this Contract.

Dutyholder	the function of a dutyholder under the Building Safety Act 2022.
Employer:	INSERT the following after the word "Agreement" "and all assignees or transferees permitted under this Contract".
Equality and Diversity Law	any Statutory Requirements (including the Equality Act 2010) and any codes of practice and guidance notes issued by any government department concerning the prevention of unlawful discrimination, including unlawful discrimination on the basis of colour, race, nationality, ethnic group, regional or national origin, gender, marital status, civil partnership status, pregnancy, maternity, sexual orientation, gender reassignment, religious or similar belief, age, disability or part time or fixed term status.
Environmental Laws	any Statutory Requirements and any codes of practice and guidance notes issued by any government department concerning the protection of human health or the environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances including all guidance issued by the Department for Environment, Food and Rural Affairs, the Inter Departmental Committee on the Redevelopment of Contaminated Land, the Building Research Establishment, the Institution of Civil Engineers, the British Standards Institution, the Construction Industry Research and Information Association and like bodies.
Foreseeable Change	any changes in Statutory Requirements that are implemented as a consequence of The Future Homes and Buildings Standards 2023 consultation ("FHBS Change") only insofar as and to the extent that such FHBS Change applies to each part of the Works based on the provisions of such FHBS Change;
Funding Requirement Activity	one or more of the activities listed in Schedule E.
Funding Requirement Date	the date that is the earlier of (i) the date which is 4 (four) weeks after the Employer gives notice to the Contractor that it has received the Social Housing Relief under Article 11; or (ii) 1 December 2025.

Funder	DELETE current definition and SUBSTITUTE "Homes England and/or any person who provides finance in connection with the Works."
Good Environmental Practice	best practice generally followed by professional design and build contractors, skilled and experienced in the redevelopment of land including where applicable, its remediation in compliance with Environmental Laws.
Grant Funding Agreement	The agreements between the Employer and/or its related companies (or which are agreements that confer obligations in respect of the Works) and the Funder and which comprise the following: (i) Deed of Adherence dated 16 March 2023; (ii) Delivery Partner Contract between Thrive Homes Limited and Accent Housing Limited dated 16 March 2023; (iii) The Strategic Partnership Grant Agreement between Homes and Communities Agency (trading as Homes England) and Accent Housing Limited dated 14 March 2022.
Group Organisation	means in relation to a company or an co-operative and community benefit society; (1) that company or society; (2) all of its subsidiaries, holding companies or companies or societies of which it is a subsidiary; and (3) all subsidiaries of its holding company or companies or societies of which it is a subsidiary; (In each case as defined in Sections 1159 of the Companies Act 2006 or Sections 100 and 101 of the Co-operatives and Community Benefit Societies Act 2014);
Handover Defects	see clause 2.27.
Hazardous Substance	any natural or artificial substance (in solid, liquid, gas or vapour form) capable (alone or in combination with any other substance) of causing harm to man or any other living organism supported by the environment, or damaging the environment or public health, or damaging or being capable of damaging buildings or structures or the Works, including but not limited to any controlled, hazardous, toxic or dangerous waste.
Notice of Rectification of Handover Defects	see clause 2.27.
Off Site Allotment Works	the works which the Employer has agreed to procure in relation to the off site allotments under the Off Site Allotment Works Agreement.

Off Site Allotment Works Agreement	the agreement between Elstree and Borehamwood Town Council and the Employer for works at East of Green Street Shenley dated the date of this Contract.
Pandemic Event	(i) any pandemic (including, but not limited to, the COVID-19 coronavirus outbreak and/or any mutation thereof and any other outbreak of an infectious human disease); (ii) any measures, recommendations, regulations and legislation issued by the government and/or public authorities in relation to any pandemic from time to time, and/or (iii) any consequences of any pandemic which are outside the reasonable control of the Contractor, which affects the Works including without limitation the Contractor being unable to reasonably access the Site, delay in or nondelivery of any materials required for the Works, the Contractor being unable to reasonably adequately resource the Works.
Planning Permission	the planning permission in relation to the Site with reference 24/0451/FUL
Planning Variations Tracker	the planning variations tracker with reference 'planning variations tracker' _v6 20250707 appended to Volume 3 of the Employer's Requirements;
Property:	a property which is constructed as part of the Works or to which the Works are being undertaken.
Purchaser	any and all purchasers of all or any part of the Works comprising more than ten dwellings (and which for the avoidance of doubt shall not include individual Residents)".
Resident	any tenant, leaseholder or occupier of a Property.
Sale and Purchase Agreement	the sale and purchase agreement dated on or around the date of this Contract relating to the Site between Griggs (Options) Limited, Hill Residential Limited and Thrive Homes Limited.
Section 106 Agreement	the agreement dated 31 March 2025 between Hayes Gate Plant Hire Limited, Elstree and Borehamwood Town Council, Griggs (Options) Limited, Americraft Properties Limited, Hertsmere Borough Council and Hertfordshire County Council.
Sensitive Personal Data	has the meaning given under Data Protection Law.

Site	the site on which the Works are to be undertaken as described in the First Recital and, where a plan is included in the Employer's Requirements, which is shown for identification only on that plan.
Statutory Agreements	all agreements made under Sections 38 and/or 278 of the Highways Act 1980, Section 104 of the Water Industry Act 1991, Section 33 of the Local Government (Miscellaneous Provisions) Act 1976 and/or Section 106 of the Town & Country Planning Act 1990 affecting the Site or the carrying out of the Works.
Statutory Requirements	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law including the Building Safety Laws which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected, including Development Control Requirements.
Tenant	DELETE current definition and SUBSTITUTE "any and all tenants of all or any part of the Works comprising more than ten dwellings (and which for the avoidance of doubt shall not include individual Residents)."
Third Party Agreements	any agreement between the Employer (or the Employer's group company Thrive Homes Limited) and any third party affecting the Site or the carrying out of the Works particulars of which have been provided to the Contractor prior to the date of this Agreement and are for reference included within the Contract Documents, including, but not limited to: (i) the Grant Funding Agreement ; (ii) the Sale and Purchase Agreement; (iii) the Section 106 Agreement; and (iv) the Off Site Allotment Works Agreement
Works	INSERT at the end of this clause "including the making good of any defects, shrinkages or other faults under clause 2.35."

Interpretation

Agreement etc. to be read as whole

- 1.3 DELETE the word "Nothing" in the second sentence and SUBSTITUTE "Except as otherwise expressly stated in the Schedule of Amendments to these Conditions, nothing..."

RENUMBER clause 1.3 as 1.3.1 and INSERT a new clause 1.3.2 as follows:

"1.3.2 For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- .1 this Schedule of Amendments;
- .2 Articles of Agreement;
- .3 the Conditions;
- .4 the Employer's Requirements including the drawings referred to in them;
- .5 the Contractor's Proposals (if any);
- .6 the Contract Sum Analysis; and
- .7 any other documents."

Headings, references to persons, legislation etc

- 1.4 INSERT the following as a new clause 1.4.7 (moving the word "and" from the end of clause 1.4.5 to the end of clause 1.4.6):

"1.4.7 the terms "including" and "in particular" are illustrative only and shall not limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Contract."

Contracts (Rights of Third Parties) Act 1999

- 1.6 DELETE clause 1.6 and SUBSTITUTE:

"1.6 Other than any rights taking effect under Section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it."

Effect of Final Statement

- 1.8. DELETE clause 1.8.1.1 and SUBSTITUTE "Not used."

Effect of payments other than payment of the Final Statement

- 1.9 DELETE clause 1.9 and SUBSTITUTE with:

"1.9 Neither any payment by the Employer nor the issue or agreement of the Final Account or Final Statement shall of itself be conclusive evidence that any design, works, materials or goods to which it or any of them relate are in accordance with this Contract."

Building safety compliance limitation period

- 1.12 INSERT the following as a new clause 1.12:

"1.12 Notwithstanding any other provision of this Contract, any action under this Contract relating to a breach or alleged breach of the Contractor's obligations to carry out and complete the Works in accordance with clause 2.47 may be brought at any time before the expiration of 15 years from the date of practical completion of the Works or from the date of termination of the Contractor's employment under Section 8 of the Conditions (whether or not the validity of that termination is contested), whichever is the earlier."

Section 2 Carrying out the Works

Contractor's Obligations

General obligations

- 2.1 INSERT in line 3 of clause 2.1.1 after "Statutory Requirements" the words "and in accordance with Approved Document B (so to ensure that the apartment blocks comprised in the Works when complete achieve a minimum of a B1 rating under an EWS1 and Statutory Agreements)", INSERT also in line 3 after "purpose" the words "check any design in the Employer's Requirements and shall". After "Works" in line 5 DELETE the words "so far as not described or stated in the Employer's Requirements or Contractor's Proposals". In the last line of this clause INSERT after "and shall" the words "make all applications and".

DELETE clause 2.1.2 and SUBSTITUTE "Not used".

INSERT at the start of clause 2.1.3 the words:

- "2.1.3 The Contractor shall promptly apply for all Consents, permissions, licences and approvals in connection with the Works that are required in order to comply with the Development Control Requirements or any other Statutory Requirements. Where the Employer's authorisation or completion of documentation in respect of the Statutory Requirements is required, the Contractor shall provide documentation to the Employer and give the Employer a period of 10 Business Days to authorise or complete it. When requested to do so by the Employer, the Contractor shall provide the Employer with evidence that he has complied with all, and given all notices required by the Statutory Requirements and Environmental Laws."

INSERT new clause 2.1.3A as follows:

"2.1.3A

2.1.3A.1 Notwithstanding any other term of this Contract the Contractor shall:

- (i) at its own cost and in a timely manner obtain and maintain all Consents and comply with all conditions of such Consents and provide copies of all Consents to the Employer upon request; and
- (ii) shall not commence any part of the Works requiring a Consent until such Consent has been obtained and approved by the Employer

2.1.3A.2 The Contractor hereby indemnifies the Employer against any losses or costs arising from the Contractor's failure to obtain or comply with any required Consent and the Contractor's liability under this indemnity shall not be limited by any other term of this elsewhere in the Contract, except where prohibited by law.

2.1.3A.3 For the avoidance of doubt, any delay caused by the Contractor's failure to obtain Consents pursuant to this clause 2.1.3A shall not constitute either a Relevant Event or a Relevant Matter.

2.1.3A.4 Notwithstanding any other provision of this clause 2.1.3A, the Employer shall be entitled to instruct the Contractor to carry out the Works to the standards ascribed in the Employer's Requirements irrespective of any standard set out in any Consent that the Contractor maintains or obtains under clause 2.1.3A.1, and any such instruction shall not constitute a Change.

INSERT new clause 2.1.5 as follows:

"2.1.5 The Contractor shall notify all relevant local authorities and Statutory Undertakers of the dates and times when he will require their services on the Site and shall be responsible for the coordination of their works with the remainder of the Works.

INSERT the following as new clause 2.1.6:

"2.1.6 The Contractor shall undertake the Works so as to comply with the obligations of the Employer including any obligations to make any payment in relation to the Works under or pursuant to any of the Third Party Agreements and as may be required by the Capital Funding Guide (as may be updated from time to time) including any obligations in relation to the giving of notice, the supply and approval of designs and specifications and other documents, the provision of site accommodation and facilities, and the granting of access including for the examination, testing and measurement of the Works and including, without limitation, carrying out the works packages as required under this Contract.

In particular the Contractor shall ensure that no act, default or omission by the Contractor or any Contractor's Person will cause the Employer to breach or incur additional costs, fees or penalties (due to late payment or otherwise) under any of the Third Party Agreements.

The Contractor shall indemnify the Employer against any liability that the Employer incurs arising out of a breach by the Contractor of this clause 2.1.6. The Parties agree that compliance with this clause 2.1.6 shall not give rise to a 'Change'."

INSERT the following as new clause 2.1.7:

"2.1.7 The Contractor shall promptly co-operate and collaborate with the Employer and the project team to ensure compliance with the Building Safety Laws"

INSERT the following as new clause 2.1.8:

"2.1.8 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a Change, 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 extend the Contractor's obligations in relation to design under this Contract."

Materials, goods and workmanship

2.2 INSERT in clause 2.2.1 after the words "so far as procurable, be" the words "of satisfactory quality and". At the end of that clause add the words:

"The Employer may only refuse such consent when the substituted materials or goods are of a lesser kind, cost, quality or standard or workmanship or of a substantially different appearance than the types or standards or workmanship described in the Employer's Requirements, Contractor's Proposals or specifications referred to in clause 2.8."

INSERT the following as new clause 2.2.6:

"2.2.6 The Contractor shall not use any products or materials in the Works, which, at the time of their specification or use, are Deleterious."

INSERT the following as new clause 2.2.7:

- "2.2.7 The Contractor shall, by including relevant provisions in all relevant sub-contracts and supply contracts, ensure that property in all goods and materials incorporated in the Works passes to the Contractor on the date of incorporation of those materials in the Works."

Supply of Documents, Setting Out etc.

Contract Documents

- 2.7 INSERT in clause 2.7.4 after "Contract" the words "or to comply with any Statutory Requirements". In line 4 insert after "in connection with the" the words "construction, completion, extension"

INSERT the following as new clause 2.7.6:

- "2.7.6 The Contractor shall from time to time promptly supply to the Employer copies of such information, drawings and documents as are identified within the Employer's Requirements."

Construction Information

- 2.8A INSERT the following as new clause 2.8A:

- "2.8A The Contractor and the Contractor's Persons shall promptly and without charge provide to the Accountable Person and/or the Principal Accountable Person (as defined in Building Safety Laws) copies of any information that the Contractor and the Contractor's Persons are required to provide to the Accountable Person and/or the Principal Accountable Person by the Building Safety Laws."

Site boundaries

2.9 DELETE current clause and SUBSTITUTE new clauses 2.9.1 and 2.9.2:

- "2.9.1 Subject to clause 2.9.2, the Employer has defined the boundaries of the site by reference the land transferred to Thrive Homes Limited pursuant to the Sale and Purchase Agreement and the Contractor shall be responsible for marking out such boundaries on the Site. The Contractor shall complete the Works within such boundaries and shall be responsible at his own cost for obtaining and complying with all scaffold and crane oversailing licences (where applicable) and for complying with all site access, working times and noise level requirements set out in the Employer's Requirements including, without limitation and without prejudice to clause 2.1.6, completing the Off Site Allotment Works so as to enable it to carry out the remainder of the Works in accordance with the terms of this Contract.
- 2.9.2 The Contractor warrants that the Off Site Allotment Works are permitted to be carried out within the "Property" (as defined under the Off Site Allotment Works Agreement) and shall be responsible for securing any necessary consents for the Off Site Allotment Works. In the event that the Employer suffers any loss as a result of a breach of the above warranty by the Contractor, the Employer agrees that it shall not require the Contractor to reimburse it for such losses to the extent that the Employer has recovered such losses under the Access Title Indemnity Policy (as defined in the Sale and Purchase Agreement) including any liquidated damages that may otherwise become due under this Contract as a result of any delay arising from such breach."

Discrepancies and Divergences

Preparation of Employer's Requirements

- 2.11 DELETE clause 2.11 and insert:

"2.11 The liability of the Contractor under this Contract shall not be released, diminished or in any other way affected by any enquiry or inspection made by or on behalf of the Employer, nor by the appointment by the Employer of, or failure by the Employer to appoint, any clerk of works to inspect or otherwise report to the Employer in respect of the Works."

Employer's Requirements – Inadequacy

2.12 DELETE clause 2.12 and SUBSTITUTE "Not used".

Notice of discrepancies etc

2.13 DELETE the opening paragraph of clause 2.13 (before sub-clause 2.13.1) and SUBSTITUTE:

"2.13 If the Contractor becomes aware of any inadequacy, discrepancy or divergence in or between the following documents, namely:"

Discrepancies in documents

2.14 INSERT in line 1 of clause 2.14.1 after "Contractor's Proposals" the words "within the Employer's Requirements or between the Employer's Requirements and the Contractor's Proposals".

At the end of clause 2.14.1 INSERT: "The Contractor acknowledges that the derogations to the Employer's Requirements and/or Statutory Requirements contained in the Planning Variations Tracker shall have priority over the Employer's Requirements and/or Statutory Requirements and the Contractor is obliged to comply with the Planning Variations Tracker without cost to the Employer and to obtain any necessary Consents (unless otherwise instructed by the Employer in its absolute discretion) an compliance with this clause 2.14 shall not be treated as a Change."

DELETE clause 2.14.2 and SUBSTITUTE with the following new clause 2.14.2:

"2.14.2 The Contractor shall not have or make any claim for an extension of time under clauses 2.24 and 2.25 or for loss and/or expense under clause 4.20, where and to the extent that the cause of the progress of the Works having been delayed, affected or suspended is any such discrepancy, mistake, inaccuracy, or omission as is referred to in clause 2.14.1 or any failure by the Contractor to provide necessary drawings or documents in due time."

Divergences from Statutory Requirements

2.15 INSERT in line 1 after "Statutory Requirements" the words "or Environmental Laws".

INSERT at start of clause 2.15.2.1: "subject to clause 2.15.3"

INSERT at the beginning of clause 2.15.2 before 2.15.2.1 the following new words:

"Subject to clause 2.15.3:-"

DELETE clause 2.15.2.2

DELETE clause 2.15.2.3

INSERT a new clause 2.15.3 as follows:

2.15.3 If at any time during the design and construction of the Works there is a change in the Statutory Requirements affecting the Works that is (i) a Foreseeable Change or (ii) requires the Contractor to relocate Blocks A or B or the Community Centre due to any issues arising in relation to the exclusion zone near the pylon, the need for which necessitates an amendment

to the Employer's Requirements or any such amendments become necessary to conform with the terms of any Development Control Requirements, (iii) arises in relation to obtaining any consent required under the Planning Variations Tracker, such amendment shall not be treated as if it were a Change and shall not entitle the Contractor to claim an extension of time and shall be complied with by the Contractor entirely at his own cost.

INSERT a new clause 2.15.4 as follows:

- 2.15.4 If, following the date of this Contract, the Contractor is required to resolve any discrepancy between the Employer's Requirements and the Statutory Requirements which require Block A or Block B or the Community Centre to be moved, any such resolution shall not be treated as if it were a Change and shall not entitle the Contractor to claim an extension of time and shall be complied with by the Contractor entirely at his own cost.

INSERT as new clause 2.15A

"The Contractor shall not have or make any claim for an extension of time under clauses 2.24 and 2.25 or for loss and/or expense under clause 4.20, where and to the extent that the cause of the progress of the Works having been delayed, affected or suspended is any mistake, inaccuracy, or discrepancy in the Contractor's Proposals or the Employer's Requirements or in any of the drawings or documents referred to in clause 2.8 or any failure by the Contractor to provide necessary drawings or documents in due time."

Design Work - liabilities and limitation

- 2.17 In clause 2.17.1 DELETE the words "Insofar as his design...Change," and capitalise "The".

INSERT the following as new clause 2.17.4:

"2.17.4 The Contractor shall ensure that:

- .1 the Works are designed and constructed so that on and following practical completion they will comply with the Development Control Requirements, the Statutory Requirements and all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by those Statutory Requirements and all necessary Consents and agreements (including all planning permissions) needed to carry out the Works in accordance with this Contract;
- .2 the Works and the Site shall, as at the date of practical completion of the Works be ready for beneficial occupation and use as residential dwellings and shall comply with all Environmental Laws and Good Environmental Practice applicable at that date; and
- .3 the Contractor shall have taken all measures that are necessary or desirable to eliminate or render negligible the risk of migration of any Hazardous Substances that may be present on or under the Site and the risk to the Works or the Site consequent on the migration onto the Site of any Hazardous Substances contaminants present on or under any neighbouring land."

Fees or charges legally claimable

- 2.18 At clause 2.18 in line 4 delete the words "other than VAT".

RENUMBER 2.18 as 2.18.1 and INSERT a new clause 2.18.2 as follows:

"2.18.2 The Contractor shall be responsible for paying all costs in connection with the adoption of any adoptable works by the local authority and for making good any defects prior to their adoption by the local authority."

Adjustment of Completion Date

Fixing Completion Date

2.25 INSERT a new sub-clause 2.25.6.5:

"notwithstanding any other term of this Contract,

- (a) The Contractor shall have no entitlement to any extension of time associated with Article 10;
- (b) the Contractor shall have no entitlement to any extension of time and the Employer shall not be obliged to fix a later Completion Date in respect of the Relevant Event at clause 2.26.15 (access and/or title issues related to the Off Site Allotment Works) unless the Employer's losses associated with that Relevant Event constitute an "Abortive Cost" (as defined under the Access Insurance Policy);
- (c) the Contractor shall have no entitlement to any extension of time and the Employer shall not be obliged to fix a later Completion Date in respect of any delay in a Social Housing Relief Event occurring under clause 2.26.6 (or otherwise) other than that permitted under Article 12;
- (d) in relation to any claim for an extension of time relating to Section 6, the Contractor shall only be entitled to rely on the Relevant Events set out in clauses 2.26.1, 2.26.2 and, to the extent that these clauses relate to the highways or drainage connection, clauses 2.26.7 and 2.26.13 (to the exclusion of the remainder of clause 2.26); and
- (e) in relation to any claim for an extension of time relating to any delay due to the relocation of Block A or B or the Community Centre due to any issues arising in relation to the exclusion zone near the pylon identified in the Employer's Requirements, the Contractor shall only be entitled to rely on the Relevant Events set out in clauses 2.26.1 (limited to Changes as defined in 5.1.2), 2.26.2 and 2.26.6 of the Contract (to the exclusion of the remainder of clause 2.26)".

Relevant Events

2.26 INSERT the following after the words "clauses 2.24 and 2.25" in line 1 of clause 2.26:

"(but only to the extent that such events are not in any way due to any negligence, omission, default, breach of contract or breach of statutory duty of the Contractor or any of the Contractor's Persons)."

DELETE clause 2.26.2.1 and SUBSTITUTE "Not used".

INSERT the following sentence at the end of Clause 2.26.2.3:

"or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work, materials or goods having been shown by a previous inspection or test not to be in accordance with this Contract."

INSERT the following sentence at the end of Clause 2.26.7:

"subject to the Contractor having supplied any information required, placed any necessary orders and otherwise performed his obligations under this Contract in respect of such work as soon as reasonably practicable after the date of this Contract so as not to delay or disrupt the Statutory Undertaker in relation to such work."

DELETE the existing clause 2.26.10 and SUBSTITUTE the following:

"2.26.10 civil commotion or the use or threat of terrorism resulting in death or injury to any person employed on the Site or the reasonable apprehension thereof and/or any restriction of access to or egress from or any activity on the Site by the relevant authorities in dealing with such use or threat;"

INSERT the start at the end of clause 2.26.11:

"Save where it affects only the Contractor and/or any Contractor Persons and/or any members of any group, joint venture or other business structure of which the Contractor and/or any Contractor Persons are a part."

INSERT the following at the end of clause 2.26.11:

"provided that the same is not limited to the Site or to the Contractor at its various sites of operation or in any way caused by the Contractor."

INSERT the following after "necessary permission" in clause 2.26.13:

"(including, for the avoidance of doubt, the Planning Permission)"

INSERT the following at the end of clause 2.26.13:

"and shall have supplied any information required, placed any necessary orders and otherwise performed his obligations under this Contract in respect of such work as soon as reasonably practicable after the date of this Contract so as not to delay or disrupt the statutory body in relation to such work PROVIDED always that any delay due to the relocation of Block A or B or the Community Centre due to any issues arising in relation to the exclusion zone near the pylon identified in the Employer's Requirements shall be excluded for the purposes of this clause 2.26.13."

INSERT a new clause 2.26.15:

"access and/or title issues related to the Off Site Allotment Works;

INSERT a new clause 2.26.16:

"a Pandemic Event."

Practical Completion, Lateness and Liquidated Damages

Practical completion

2.27 RENUMBER clause 2.27 as clause 2.27.1 and INSERT at the beginning of (the renumbered) clause 2.27.1 the words

"The Contractor shall give the Employer at least 10 Business Days' notice of the anticipated date of practical completion of the Works (or any Section of the Works). The Contractor shall (no earlier than the anticipated practical completion date notified to the Employer in advance) notify the Employer when he considers that the Works (or any Section of the Works) has reached practical completion. Subject to clause 2.27.2..."

2.27 INSERT at the end of the last paragraph of that clause 2.27.1 (as renumbered) the following:

"For this purpose practical completion shall mean suitable for beneficial use and occupation.

INSERT the following as new clause 2.27.2:

- "2.27.2 The Employer shall not be obliged to issue the Practical Completion Statement and practical completion of the Works (or any Section of the Works) shall not be deemed to have occurred:
- .1 until the Contractor has complied with the relevant Statutory Requirements and obtained any necessary Consents and approvals;
 - .2 unless and until the Contractor supplies to the Employer the deliverables and handover information set out and identified within Section 1 Volume 2 of the Employer's Requirements (under heading 14 'Employer Inspection, Handover, Completion and Defect Requirements') for the achievement of practical completion of the Works (or any Section of the Works) and any requirements in the Grant Funding Agreement for practical completion of the Works (or any Section of the Works) which includes, without limitation:
 - (a) Building regulation approval with final certificates;
 - (b) Discharge of all planning conditions/reserved matters;
 - (c) Warranty certificates for components and building;
 - (d) CML cover notes;
 - (e) Evidence of contractor's site insurance during development;
 - (f) Landscaping ensuring safe access and property use including the completion of any paths, footpaths, roads or parking spaces necessary to permit beneficial occupation of any units; and
 - (g) Provision of report from the Employer's Agent confirming compliance with occupation terms, including photographs;
 - .2A until the Contractor has provided a copy of the B1 rating EWS1 Certificate;
 - .2B until the Contractor has provided the Building Warranty Documents;
 - .3 on any day that is not a Business Day;
 - .4 on a Friday;
 - .5 on the last Business Day before a Public Holiday;
 - .6 during the 5 Business Days before Christmas Eve;
 - .7 during the period 24 December to 2 January following (both dates inclusive);
 - .8 not used; or
 - .9 on any date which is more than 2 weeks prior to the relevant Date for Completion of any Section (unless otherwise agreed).

Payment or allowance of liquidated damages

2.29

INSERT the following sentences at the end of clause 2.29.3:

"Provided always that the fixing of such later Completion Date shall not invalidate the Employer's notice or the notification in writing from the Employer as to deduction of liquidated and ascertained damages and the payment or repayment of the amounts under this Clause shall be limited to the net difference between the amounts deducted and the amounts properly due after the fixing by the Employer of the later Completion Date. Interest shall not be payable by the Employer on any amounts payable or repayable hereunder."

2.29.5 INSERT new clause 2.29.5

"If the Contractor's employment is terminated under this Contract:

- 2.29.5.1 where the date of termination occurs prior to the date of practical completion of the Works, the provisions of clauses 2.28 and 2.29 shall apply in respect of the period between the Completion Date and the date of termination, and the reference to practical completion of the Works or Section in clause 2.29.2 shall be deemed to be a reference to the date of termination;
- 2.29.5.2 in respect of the period after the date of termination, subject to clause 2.29.5.1, the Employer shall not be empowered to require the payment of or to withhold or deduct liquidated damages under clause 2.29 but the provisions of this clause 2.29.5.2 shall be without prejudice to and not in substitution of any other rights and remedies of the Employer.

Partial possession by Employer

Contractor's consent

- 2.30 DELETE the words "The Contractor shall thereupon give the Employer" from the second sentence in line 5 and SUBSTITUTE the following wording "If the Employer takes possession of any part or parts of the Works, the Employer shall issue to the Contractor."

Defects

Schedule of defects and instructions

- 2.35 DELETE "due to any failure of the Contractor to comply with his obligations under this Contract".

In line 2 of clause 2.35.1 DELETE "14" and SUBSTITUTE "28".

DELETE the words "a reasonable time" in line 1 of the last paragraph of clause 2.35 and INSERT the words "any period specified in the Contract Particulars or the Employer's Requirements".

INSERT the following as two new sentences at the end of the last paragraph of clause 2.35:

"The Contractor shall be responsible for liaising with the Resident of the Property to secure access to rectify any defects, shrinkages or faults. The Contractor must at all times use reasonable endeavours to minimise any disruption or inconvenience to any such Resident and shall take into account all reasonable requirements of such Resident in connection with any remedial work. Where any defects arising in the Rectification Period are not rectified within the time limits set out in the Employer's Requirements or Contract Particulars (as applicable), the Employer may employ

others to carry out such work and/or rectification and deduct the cost of doing so from the Contract Sum."

Contractor's Design Documents

As-built Drawings

- 2.37 RENUMBER clause 2.37 as clause 2.37.1 and INSERT the following sentence at the end of clause 2.37.1:

"It shall be a condition precedent to the Employer's obligations to release any part of the Retention (with the exception only of such amount of the Retention that may become due for release under clause 2.31) that the Contractor shall have complied with his obligations under this clause 2.37."

INSERT the following as a new clause 2.37.2:

"2.37.2 If during the Rectification Period errors are discovered in the Design Documents supplied by the Contractor in accordance with clause 2.37.1 or if as a result of any remedial work carried out by the Contractor during the course of the Rectification Period the Contractor's Design Documents no longer show or describe the Works as required by clause 2.37.1, the Contractor shall as soon as reasonably practicable amend the Contractor's Design Documents as necessary so that they comply with the requirements of clause 2.37.1. It shall be a condition precedent to payment of the amount (if any) stated as due to the Contractor in the Final Statement or (as the case may be) the Employer's Final Statement under clause 4.24 that the Contractor shall have complied with his obligations under this clause 2.37.2."

Copyright and use

- 2.38 DELETE in lines 1 and 2 of clause 2.38.2 "Subject to all sums due and payable under this Contract to the Contractor having been paid, the" and SUBSTITUTE "The". In the same clause DELETE "but shall not include a licence to reproduce the designs contained in them for any extension of the Works. INSERT at the end of that clause the words "The licence in this clause 2.38.2 shall also carry the right to grant sub-licences and shall be transferable to third parties."

DELETE in clause 2.38.4 the words "other than that for which they were prepared" and SUBSTITUTE the words "outside the scope of the licence granted to the Employer in clause 2.38.2."

INSERT the following new clauses 2.38.5 to 2.38.8:

"2.38.5 Subject to the copyright of the Contractor as referred to in clause 2.38.2, the ownership of the physical and electronic versions of the Contractor's Design Documents shall pass automatically to the Employer upon their preparation and if the Contractor is Insolvent the Contractor shall immediately upon request deliver all or any such design information to the Employer.

2.38.6 The Contractor shall not assert and shall procure that his sub-contractors do not assert against the Employer or any person who with the consent of Employer publishes any photograph or broadcast or film which includes the Works the right to be identified as the author of those Works (or any part of them) and the Contractor shall waive and shall procure that his sub-contractors waive any moral rights in relation to the Works.

2.38.7 The Contractor waives all moral rights the Contractor may have in the Contractor's Design Documents. Where the Contractor is not the author of the Contractor's Design Documents the

Contractor shall procure a waiver of any moral rights the author has in relation to the Contractor's Design Documents.

- 2.38.8 The Contractor shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Employer or any third party the rights referred to in clauses 2.38.2 or 23.8.7."

2.39 INSERT the following as new headings and new clause 2.39:

"Miscellaneous

Adverse physical conditions and artificial obstructions

- 2.39.1 The risk of encountering adverse physical conditions and artificial obstructions during the course of execution of the Works shall be borne by the Contractor and the Contractor shall use his best endeavours to adjust the order and sequence in which he proposes to execute the Works in such a manner as to minimise the effects of the delay in, or if possible to avoid altogether any delay in, the progress by the Contractor of the Works.
- 2.39.2 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before the date of the Contract as to the nature of the ground, the surface conditions and soil, the form and nature of the site, the extent, nature and difficulty of the work and materials necessary for the completion of the Works, the means of access to and restrictions on access to the site, the accommodation he may require, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Works including, without limitation, delivering the Off Site Allotment Works as part of the Works and complying with any other obligations contained in the Off Site Allotment Works Agreement
- 2.39.3 The Contractor acknowledges that any information in connection with the matters referred to in clause 2.39.1 which may have been provided by or on behalf of the Employer is provided by way of information only, without any warranty or representation as to its accuracy, reliability or completeness.
- 2.39.4 The Contractor shall not have or make any claim for an extension of time under clauses 2.24 and 2.25 or for loss and/or expense under clause 4.19 on grounds of any circumstances referred to in this clause 2.39, nor shall the Contractor be released from any of the risks accepted or obligations undertaken by him under the Contract on the ground that he did not or could not have foreseen any matter which might affect or have affected the execution of the Works."

2.40 INSERT the following as a new heading and new clause 2.40:

"Hazardous Substances

- 2.40.1 The Contractor shall not transport to, use, generate, dispose of, or install at the Site any Hazardous Substance except in accordance with Environmental Laws and Good Environmental Practice applicable at the time of performing the Works.
- 2.40.2 The Contractor shall use all the skill and care which may reasonably be expected of a competent design and build contractor experienced in undertaking developments of comparable size and character to the Works in accordance with clause 2.17.4 not to cause any release of Hazardous Substances into, or contamination of, the environment, including soil, the atmosphere, any water course of ground water, except in accordance with Environmental Laws and Good Environmental Practice applicable at the time of performing the Works."

2.41 INSERT the following as a new heading and clause 2.41

“Nuisance

- 2.41.1 The Contractor shall at all times prevent any public or private nuisance arising out of any breach of statutory duty (including any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works or of the Contractor's obligations under clause 2.35.
- 2.41.2 The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever and howsoever arising resulting from any nuisance or interference, referred to in clause 2.41.1 save only where such nuisance or interference directly results from a Change or other instruction of the Employer (which is not itself the result of any negligence, default or breach of contract by the Contractor or any of the Contractor's Persons) and which could not have been avoided by the Contractor using all reasonable and practical means.
- 2.41.3 The Employer may issue to the Contractor such instructions as he considers necessary if any injunction is granted or court order is made in consequence of any nuisance or interference referred to in clause 2.41.1, but no such instruction shall be construed as a Change.
- 2.41.4 If the carrying out of the Works or of the Contractor's obligations under clauses 2.35 and 2.36 is likely to necessitate any interference (including the oversailing of tower crane jibs or scaffolding) with the rights of adjoining or neighbouring landowners, tenants or occupiers, then the Contractor shall without cost to the Employer obtain the prior written agreement of such landowners, tenants and/or occupiers, and such agreement shall be subject to the approval of the Employer before execution. The Contractor shall comply in respect with any conditions contained in any such agreement.”

2.42 INSERT the following as a new heading and clause 2.42:

“Building Warranty

- 2.42.1 In respect of each and every part of the Works which comprises a Property intended for occupation as a residential dwelling and the common parts relating thereto the Contractor shall at his own cost procure the Building Warranty Cover from the date of this Contract.
- 2.42.2 Without prejudice to clause 2.27, the Contractor shall issue to the Employer the Building Warranty Documents within twenty eight (28) days of the date of this Contract and thereafter within twenty eight (28) days of the Employer's request or within such other time as set out in the Employer's Requirements.
- 2.42.3 If the Contractor defaults in taking out or maintaining the Building Warranty Cover as required by this clause 2.42, the Employer may himself take out and maintain the Building Warranty Cover and the amount paid or payable by him in respect of any premiums or associated costs may be deducted by him from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.”

2.43 INSERT the following as a new heading and new clause 2.43:

"Probity

- 2.43 The Contractor must not employ any person who is a board member or employee of the Client or a close relative of any such person without the written consent of the Client."

2.44 INSERT the following as a new heading and new clause 2.44:

"Modern Slavery Act

- 2.44 The Contractor warrants that neither the Contractor nor any Contractor's Persons:
- 2.44.1 have been convicted of any offence involving slavery or human trafficking; or
 - 2.44.2 have, to the best of the Contractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking."

2.45 INSERT the following as a new heading and new clause 2.45:

Data Protection and IT

- 2.45.1 Each Party shall comply with Data Protection Law in connection with this Contract and in particular shall Process Personal Data in accordance with Data Protection Law. Depending on the factual situation the Contractor may act as either Data Controller or Data Processor in relation to Personal Data under this Contract.
- 2.45.2 The Contractor shall ensure that the Contractor is not subject to any prohibition or restriction preventing Personal Data from being disclosed or Processed as required by this Contract.
- 2.45.3 Where the Parties share Personal Data as Data Controllers, they shall do so as Data Controllers in common, with each Party being responsible for its own compliance under Data Protection Law. In these circumstances both Parties shall:
- .1 comply with the Information Commissioner's Data Sharing Code of Practice 2011 when sharing Personal Data under this Contract;
 - .2 Process Personal Data fairly and lawfully and on the basis of one or more of the following legal grounds that Processing is necessary:
 - .1 for compliance with a legal obligation to which that Party is subject, (but not including any obligation imposed by contract);
 - .2 in order to protect the vital interests of the Data Subject; or
 - .3 for the purposes of the legitimate interests pursued by the Parties except where the Processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject; and
 - .3 where this involves Processing Personal Data classified as Sensitive Personal Data, Process such Personal Data on the basis of either or both of the following legal grounds that Processing is necessary:
 - .1 for the purposes of exercising or performing any right or obligation which is conferred or imposed by law on the Data Controller in connection with employment; or

- .2 to protect the vital interests of the Data Subject or of another person where the Data Subject is physically or legally incapable of giving his or her consent or the Data Controller cannot reasonably be expected to obtain the Data Subject's consent;
- 2.45.4 The Contractor shall Process Personal Data only for the purposes of providing the Works to the Employer and complying with the Contractor's obligations under this Contract. Where the Contractor Processes Personal Data as Data Processor for the Employer in connection with this Contract, the Contractor shall not Process such Personal Data for any of the Contractor's own purposes.
- 2.45.5 The Contractor warrants that, having regard to the factors set out below, the Contractor has in place appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and all other forms of unlawful Processing in order to ensure compliance with Data Protection Law. The factors to which regard is to be had in assessing the Contractor's compliance with this clause are:
 - .1 the state of technological development;
 - .2 the cost of implementing any measures;
 - .3 the nature of the Personal Data; and
 - .4 the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction of or damage to the Personal Data.
- 2.45.6 The Contractor shall notify the Employer immediately if it becomes aware:
 - .1 that any Processing of Personal Data under this Contract would in its opinion, infringe Data Protection Law; or
 - .2 of any unauthorised or unlawful Processing, loss of, damage to or destruction of Personal Data (however caused). The Contractor shall give the Employer immediate and full co-operation and assistance in relation to any such breach, and shall provide to the Employer all relevant information in the Contractor's possession.
- 2.45.7 The Contractor shall take reasonable steps (in accordance with Data Protection Law) to:
 - .1 ensure the reliability of any employees, workers or agents or those of any sub-contractor who have access to any Personal Data; and
 - .2 ensure that those persons receive training in Data Protection Law, confidentiality, security and the care of Personal Data.
- 2.45.8 The Contractor shall immediately notify the Employer in writing of any complaint, notice or communication the Contractor receives relating to the Processing of Personal Data or either Party's compliance with Data Protection Law in connection with this Contract. The Contractor shall provide the Employer with full co-operation and assistance in relation to any such complaint, notice or communication, including assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law.
- 2.45.9 The Contractor shall provide reasonable assistance to the Employer where the Employer is required by Data Protection Law to carry out any privacy impact assessment or data protection impact assessment in relation to the Processing of Personal Data.

- 2.45.10 The Contractor shall provide the Employer with full co-operation and assistance in relation to any request from a Data Subject in relation to the exercise of their rights under Data Protection Law, including the right of subject access.
- 2.45.11 The Employer may inspect the Contractor's facilities for Processing Personal Data and may audit the Contractor's procedures to ensure that they meet the requirements of this Contract. The Employer shall give reasonable notice of such inspection or audit.
- 2.45.12 The Contractor shall not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Employer. Where the Employer consents to such a transfer, the Contractor shall ensure there is adequate protection, as agreed with the Employer, for such Personal Data in accordance with Data Protection Law.
- 2.45.13 Nothing in this Contract requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law."

2.46 INSERT the following as a new heading and new clause 2.46:

"Compliance with Building Safety Laws

The Contractor warrants to the Employer that:

- .1 neither it nor any of the Contractor's Persons has done, or permitted to be done, or will do or permit to be done, anything which:
 - (i) is in breach, or is likely to have been in breach of any Building Safety Laws; or
 - (ii) will result, or is likely to result, in the Employer being in breach of any Building Safety Laws; and
- .2 it shall comply, and shall use reasonable endeavours to procure compliance by each of the Contractor's Persons with the Building Safety Laws."

2.47 INSERT the following as a new heading and new clause 2.47:

"Building Safety – Competency Requirements and Information

- (a) The Contractor warrants to the Employer that as at the date of this Contract it meets and shall continue to meet the Competency Requirements.
- (b) The Employer shall use all reasonable endeavours to ensure that it does not place the Contractor in breach of any of its obligations in respect of the Competency Requirements.
- (c) The Contractor shall use reasonable endeavours to procure that included in each relevant contract appointing a sub-consultant or sub-contractor is a warranty equivalent to that set out at clause 2.47(a).
- (d) The Contractor within 20 working days of any written request from the Employer use reasonable endeavours to provide reasonable details and evidence of the professional qualifications of any relevant persons employed on or appointed to carry out works and services in relation to the Works to ensure that such persons comply and continue to meet the Competency Requirements and the Contractor agrees to provide all reasonable assistance to the Employer as may be required from time to time.
- (e) The Contractor shall notify the Employer as soon as reasonably practicable if it becomes aware of when there is any change in the organisational status or performance or professional accreditation of any individual performing works or services in relation to the Works that affects or could reasonably affect the Contractor's ability to meet the Competency Requirements.

- (f) In the event the Employer acting reasonably and without delay considers that any relevant individual employed or appointed by the Contractor or any relevant sub-consultant or sub-contractor does not meet the Competency Requirements then the Contractor shall at the Employer's reasonable direction replace or procure the replacement of such individual within a reasonable period.
- (g) The Contractor shall (and shall use reasonable endeavours to seek that each relevant sub-consultant, sub-contractor and supplier shall) proactively share and supply in a digital format reasonably accessible to the Employer (which for the avoidance of doubt shall include any requirements set out by the Employer) within any applicable timescales or deadlines and in any event in a timely fashion all information and documents (including without limitation any notices, certificates, plans, drawings, specifications, orders, consents, demands, and documents relating to any construction control plans, and fire emergency plans) required under the Building Safety Act 2022 at the date of this Contract.
- (h) The Contractor acknowledges and agrees that any documentation and/or information produced in connection with the Works and falling within the scope of the Building Safety Act 2022 as at the date of this Contract may be made available on a public register.
- (i) The Contractor is not the Principle Accountable Person and/or an Accountable Person under the Building Safety Act 2022 and nothing in this agreement does or shall make the Contractor a Responsible Person under the Regulatory Reform (Fire Safety) Order 2005 or Fire Safety Act 2021 and/or the Principal Accountable Person and/or an Accountable Person under the Building Safety Act 2022."

2.48 INSERT the following as a new heading and new clause 2.48:

"Dutyholder

2.48.1 Each Party undertakes to the other that it shall fulfil its respective responsibilities under the Building Safety Act 2022 that apply as at the date of this Contract including without limitation:

- (a) the Contractor's responsibilities as a Dutyholder; and
- (b) the Employer's responsibilities as a Dutyholder and the Principle Accountable Person and/or an Accountable Person under the Building Safety Act 2022,

including without limitation the preparation of any construction control plan or fire emergency plans.

2.48.2 The Contractor shall (and shall use reasonable endeavours to procure that any relevant sub-consultant, sub-contractor or supplier shall) comply and cooperate with and provide all reasonable assistance to building control; and the Employer in respect of any matters falling within the scope of this clause 20, as required under the Building Safety Act 2022 as at the date of this Contract, the Contractor's and any sub-consultant's or sub-contractor's functions as Dutyholders, and the Employer's functions as the Principle Accountable Person and/or Accountable Person under the Building Safety Act 2022 applicable as at the date of this Contract.

2.48.3 The Employer shall comply and cooperate with and provide all reasonable assistance to building control; DLUHC; and the Contractor in respect of any matters falling within the scope of this clause 41, as required under the Building Safety Act 2022 as at the date of this Contract, the Contractor's and any sub-consultant's or sub-contractor's functions as Dutyholders, and the Employer's functions as the Principle Accountable Person and/or Accountable Person under the Building Safety Act 2022 applicable as at the date of this Contract.

2.48.4 The Contractor shall not be entitled to charge any cost associated with compliance with this clause 2.48 in respect of the Works. If the Contractor incurs any reasonable and properly incurred additional costs, losses and/or expenses associated with compliance with this clause 2.48, the Employer is to

account to the Contractor for such reasonable and properly incurred associated time and costs, losses and/or expenses."

Section 3 Control of the Works

Sub-Contracting

Consent to sub-contracting

- 3.3 INSERT the following as new clause 3.3.3 as follows:

"3.3.3 The Contractor shall use reasonable endeavours to ensure that there is no slavery or human trafficking in its supply chain."

Conditions of sub-contracting

- 3.4 DELETE at the start of clause 3.4.1 the words from "Where" up to and including "JCT Design and Build Sub-Contract." and INSERT "Subject to the terms of any collateral warranties under Section 7."
- 3.4 INSERT at clause 3.4.2.3 the words "and Building Safety Laws" after "CDM Regulations".
- 3.4 INSERT the following as a new clause 3.4.2.6:

".6 (in the case of any sub-contracting of the design of the Works and provided that such insurance is available in the market) that the sub-contractor shall, throughout the duration of the Works and for a period of 15 years following the date of practical completion of the Works, maintain professional indemnity insurance cover with a reputable insurance company with a limit of indemnity of not less than the amount listed in Schedule A of this Contract or £1,000,000 (one million pounds) in the aggregate in relation to his design of the Works (whichever is the greater)."

INSERT the following as a new clause 3.4.4:

".4 the Contractor shall procure that any sub-contracts with sub-contractors and any consultancy appointments with design consultants who are required to provide collateral warranties under Section 7 are executed as deeds."

Employer's Instructions

Compliance with instructions

- 3.5 Replace clause 3.5.1 as follows "where an instruction requires a Change of the type referred to in clause 5.1.2, the Contractor need not comply to the extent that he notifies (in writing and in accordance with clause 1.7) a reasonable objection to it to the Employer within a period of 10 Business Days following the date of such instruction".
- 3.9 DELETE "Principal Designer and/or Principal Contractor" and replace with:
- "CDM Principal Designer, Building Regulations Principal Designer, CDM Principal Contractor and/or Building Regulations Principal Contractor".

Inspection - tests

- 3.12 INSERT at the end of clause 3.12 the words "or unless the Employer had good reason to believe that the work, materials or goods were not in accordance with this Contract because of other defects or disconformities in the Works".

CDM Regulations

3.16 At the end of clause 3.16 INSERT:

"The Contractor also warrants that it has the skills, knowledge, experience and organisational capability to act as a principal contractor under the CDM Regulations for the Works in a manner that secures the health and safety of any person affected by those Works."

3.17 INSERT the following as new clause 3.17: NOT USED

3.18 INSERT the following as new headings and new clause 3.18:

"Site security

Safety and security

3.18.1 The Contractor shall throughout the progress of the Works:

- .1 take full responsibility for safety of all persons entitled to be upon the Site;
- .2 keep the Site and the Works in an orderly state in order to avoid danger to such persons; and
- .3 in connection with the Works provide and maintain at his own cost all lights, guards, fencing, warning signs and watch when and where necessary, or as required by the Employer or by any competent statutory or other authority for the protection of the Works or for the safety and convenience of the public or others.

3.18.2 Without prejudice to clauses 2.1 and 3.18.1, the Contractor shall comply with, and shall procure that the Contractor's Persons and others on the Site shall comply with, all their respective duties and obligations under all legislation and other requirements having the force of law relating to the health, safety and conduct of construction operations.

3.18.3 The Contractor shall indemnify the Employer in respect of any liability, loss, claim or proceedings of whatsoever nature arising out of or in connection with any breach of the duties and obligations referred to in clause 3.18.2.

3.18.4 The Contractor shall ensure that the Works and each part of the Site upon which the Works are carried out shall be kept secure at all times.

3.18.5 Except with the written permission of the Employer to be given when necessary for the execution of the Works and subject to such terms as may be imposed, the employees of the Contractor shall not be permitted to enter any building or lands of the Employer or any part of the Site under the control of other contractors or of the Employer or any other owner and the Contractor shall inform the Contractor's Persons that any person found within those premises without authority is liable to be removed from the Works. The Contractor shall ensure that the Contractor's Persons and others on the Site are confined to that portion of the Site necessary to enable them to carry out the Works.

3.18.6 The Contractor shall ensure that the access to the Site is unobstructed at all times and that there is no interference with or obstruction of any vehicles using the Site in order to gain access to other premises."

3.19 INSERT the following as new headings and new clause 3.19:

"Building Regulations

- .1 The Contractor shall act as Building Regulations Principal Contractor and Building Regulations Principal Designer in respect of the Works and shall perform all the duties and functions required to be performed by the principal contractor and principal designer under the Building Regulations.
- .2 The Contractor warrants that it is competent to fulfil the duties of a principal contractor and principal designer under the Building Regulations in relation to the Works and has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this Clause.
- .3 The Contractor warrants that the Contractor's Persons are competent and shall remain competent to perform all duties and functions required to be performed by them under the Building Regulations.
- .4 As and when requested to do so by the Employer, the Contractor shall give to the Employer a written record of the steps taken under regulation 11E(2) Building Regulations when appointing each of the Contractor's Persons.
- .5 Whether or not the Contractor is the Building Regulations Principal Contractor, compliance by the Contractor with its duties under Part 2A of the Building Regulations shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time."

Section 4 Payment

Contract Sum and Adjustments

Adjustment only under the Conditions

- 4.1 RENUMBER clause 4.1 as 4.1.1 and INSERT a new clause 4.1.2 as follows:

"4.1.2 Despite any other provision of this Contract no payment shall fall due to the Contractor following the date 14 days after a request by the Employer for a parent company guarantee in accordance with Article 11 of the Articles of Agreement or following the date 14 days after any Collateral Warranties are requested by the Employer under clause 7D unless and until the Contractor has provided such parent company guarantee and/or Collateral Warranties to the Employer."

Taxes

VAT

- 4.4.1 DELETE clause 4.4.1 and SUBSTITUTE the following:

"The Contract Sum is inclusive of VAT."

- 4.4.3 Insert new clause 4.4.3:

"The Contractor confirms that for VAT purposes all the supplies that it makes under this Contract will be either zero-rated supplies of services and goods under items 2 or 4 of Group 5 of Schedule 8 VATA 1994 or associated standard rated supplies of goods that are excluded from zero-rating on the basis that they are not building materials for the purposes of Note 22 of Group 5 Schedule 8 VATA 1994. On this basis, the parties agree that the reverse charge under section 55A VAT Act 1994 shall not apply to any supplies under this Contract.

- 4.4.4 Notwithstanding the provisions of clause 4.4.3, the Employer confirms that it is an intermediary supplier connected with the expected end user in respect of the services to be supplied to him by the Contractor under this Contract for the purposes of paragraph 8(1)(b) of the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019. Accordingly, and for the avoidance of doubt, the parties agree that the reverse charge on such services will not apply to supplies under this Contract (where that would otherwise be the case), and in relation to each payment under this Contract, the Contractor shall issue the Employer with a normal VAT invoice with VAT charged at the appropriate rate (and the Employer shall not account for the reverse charge)."

Payments and Notices – general provisions

Interim payments – Contractor's Interim Payment Applications, due dates and Payment Notices

- 4.7 INSERT in clause 4.7.1 after "Contractor" the words "or (in relation to any previous overpayment) by the Contractor to the Employer"

At line 3 of clause 4.7.2 replace "7 days" with "3 days" and insert at the end of the clause "save in respect of the first Interim Valuation Date for which the due date shall be the date of the first Interim Valuation Date".

At line 6 of clause 4.7.3 replace "7 days" with "3 days"

INSERT new clause 4.7.6 as follows:

"4.7.6 Following the making of an Interim Application no further amounts shall be deemed to have become due under this Contract until the making of the next Interim Payment Application (or, where applicable, the issue of the Final Statement) and the amount that is to be considered to be due on the date any Pay Less Notice is given under clause 4.10 shall not include any amount for any Works not included in the Interim Payment Application."

Interim and final payments – final date and amount

4.9 DELETE clause 4.9.1 and SUBSTITUTE with:

"4.9.1 the final date for payment of each Interim Payment and for payment of the final payment shall be 25 days from its due date save in respect of the first Interim Payment for which the final date for payment shall be the date of the first Interim Valuation Date".

INSERT new clauses 4.9.8:

"4.9.8 Neither the issue by the Employer of any statement nor the payment of any amount by the Employer to the Contractor shall prejudice or adversely affect the right of either the Contractor or the Employer to contend that the Works have not been properly valued or that any amount has been incorrectly paid or withheld.

Pay Less Notices and other general provisions

4.10 INSERT at the end of clause 4.10.3 the words "or negative".

In line 1 of clause 4.10.4 DELETE "The Employer's fiduciary interest in the Retention referred to in clause 4.16 shall not prevent him exercising any right under this Contract to" and SUBSTITUTE the words "The Employer may".

Contractor's right of suspension

4.11 At line 2 of clause 4.11.1 delete "(together with any VAT properly chargeable in respect of that payment)".

Retention

Rules on treatment of Retention

4.16 DELETE the wording of clause 4.16.1 and SUBSTITUTE the following:

"4.16.1 The Employer shall have the full and unencumbered beneficial interest in the Retention. The Contractor shall have no proprietary right or other interest (whether at law or in equity) in or over the Retention except as unsecured creditor, and the Employer shall owe no fiduciary obligation to the Contractor in relation to the Retention;"

DELETE clause 4.16.2

Loss and Expense

Matters materially affecting regular progress

4.19.3 INSERT new sub-clause:

Notwithstanding any other term of this Contract,

- (a) the Contractor shall have no entitlement to any loss and/or expense associated with Article 10;
- (b) the Contractor shall have no entitlement to any loss and/or expense in respect of any delay in a Social Housing Relief Event occurring under clause 4.21.5 (or otherwise) other than that permitted under Article 12; and
- (c) the Contractor shall have no entitlement to any loss and/or expense in respect of any claim relating to any matter arising due to the relocation of Block A or B or the Community Centre due to any issues arising in relation to the exclusion zone near the pylon identified in the Employer's Requirements save for where Changes are instructed by the Employer under clause 5.1.2, instructions are issued by the Employer as contemplated by clause 4.21.2 or 4.21.3 or the Contractor is impeded or prevented as contemplated by clause 4.21.5."

Notification and ascertainment

- 4.20 INSERT in line 1 of clause 4.20.1 after "Employer" the words "copied to the Employer's Agent." INSERT at the end of that clause, "The Contractor shall make all reasonable efforts to avoid or reduce such loss and expense."

Relevant Matters

- 4.21 INSERT the following after the words "Relevant Matters" in line 1 of clause 4.21:

"(but only to the extent that such matters are not in any way consequent upon or necessitated by any negligence, omission, default, breach of contract or breach of statutory duty of the Contractor or any of the Contractor's Persons)."

4.21.4

INSERT at the end of the clause "and provided that such delay has not arisen due to any requirement under this Contract for the Contractor to relocate Blocks A or B or the Community Centre due to any issues arising in relation to the exclusion zone near the pylon".

Reservation of Contractor's rights and remedies

- 4.23 DELETE clause 4.23 and SUBSTITUTE the following:

"The Contractor's rights under clause 4.19 and 4.20 shall be exclusive remedies for the matters described in clause 4.21."

4.25 INSERT the following as a new heading and new clause 4.25:

Reservation of Employer's rights and remedies

"4.25 No payment by the Employer nor the issue or agreement of the Final Statement or the Employer's Final Statement (as the case may be) shall of itself be conclusive evidence that any design, works, materials or goods to which it or any of them relate are in accordance with this Contract."

Section 5 Changes

5.1 INSERT at the start of the clause the words "Subject to Article 13"

5.2 INSERT at the end of the clause the words "subject always to the provisions of Article 13".

Section 6 Injury, Damage and Insurance

Personal Injury and Property Damage

Contractor's liability - personal injury or death

- 6.1 INSERT after the words "the Works" in line 3 the words "including the performance of the Contractor's obligations under Clauses 2.35 and 2.36".

INSERT the following as a new sentence at the end of clause 6.1: "The Contractor's obligation to indemnify the Employer under this clause shall continue to apply following practical completion of the Works or any part of them".

Contractor's liability – loss injury or damage to property

- 6.2 RENUMBER this clause as clause 6.2.1.

INSERT after the words "damage whatsoever" in line 2 the words "and howsoever arising"

INSERT after the words "real or personal" in line 3 the words "(including any expense, liability, loss or claim arising from obstruction, trespass, nuisance or interference with any rights of way, light, air or water)"

INSERT after the words "the Works" in line 4 the words "or the Contractor's obligations under clause 2.35".

INSERT after the words "statutory duty" in line 5 the words "or any public or private nuisance or interference referred to in clause 2.41.1".

INSERT the following as a new sentence at the end of clause 6.2.1: "The Contractor's obligation to indemnify the Employer under this clause shall continue following practical completion of the Works or any part of them."

INSERT new clause 6.2.2 as follows:

- "6.2.2 the Employer's option, the Contractor shall defend or assist the Employer in defending any action or proceedings which may be instituted in relation to any of the matters referred to in clause 6.2.1."

Insurance of the Works and Existing Structures

Insurance Options and period

- 6.7 INSERT at the end of clause 6.7.1 the words "but the application of Insurance Options A, B or C is without prejudice to the liability of the Contractor for any loss or damage (including excesses and uninsured amounts) not covered by any Joint Names Policy or any Insurance taken out by the Employer."

Related definitions

- 6.8 INSERT after the word "but" in line 5 of the definition of "All Risks Insurance" the words "subject to such excesses and other customary exclusions and limitations as shall be approved by the Employer, such approval not to be unreasonably withheld, and"

INSERT in the definition of Joint Names Policy after "Employer" the words ", any Funder,"

Section 7 Assignment, Third Party Rights and Collateral Warranties

Assignment

General

7.1 DELETE clause 7.1 and SUBSTITUTE the following as new clauses 7.1.1, 7.1.2 and 7.1.3:

"7.1.1 The Employer may without the consent of the Contractor (but on notice to the Contractor) assign by way of absolute legal assignment and/or charge the benefit of any right arising under this Contract upon a maximum of two occasions save that any assignment to any Group Organisation shall not count towards this limit.

7.1.2 The Contractor shall not contend that any assignee of the benefit of this Contract may not recover any loss or damage resulting from a breach of this Contract by the Contractor because they are an assignee or because the Employer has suffered no loss as a result of the disposal of its interest in the Works.

7.1.3 The Contractor shall not without the written consent of the Employer assign, novate or otherwise transfer this Contract or any part of it."

Performance Bonds and Guarantees

7.3 At the end of this clause DELETE "identified by the Contract Particulars" and SUBSTITUTE "set out in Schedule D".

Collateral Warranties from Contractor

Contractor's warranty – Purchasers and Tenants

7C DELETE clause 7C and SUBSTITUTE the following:

"7C.1 The Contractor shall execute and deliver to the Employer within 28 days of a written request from the Employer a Collateral Warranty in favour of any Purchaser or Tenant in the form in Schedule B to this Contract with such amendments as the Employer may require or approve. It shall be a condition precedent to all payments becoming due to the Contractor that the Contractor delivered executed and completed collateral warranty deeds to the Employer pursuant to this clause 7C"

Contractors' Warranties – Funder

7D DELETE clause 7D and SUBSTITUTE the following:

"7D.1 The Contractor shall execute and deliver to the Employer within 28 days of a written request from the Employer a Collateral Warranty in favour of any Funder in the form in Schedule B to this Contract or such other form as the Funder requires having regard to the standard forms of Collateral Warranties typically required by Funders and (in each case) with such amendments as the Employer may require or approve. It shall be a condition precedent to all payments becoming due to the Contractor that the Contractor has

delivered executed and completed collateral warranty deeds to the Employer in the form appended at Schedule B pursuant to this clause 7D."

Collateral Warranties from Sub-Contractors

7E DELETE clause 7E and SUBSTITUTE the following:

7E.1 The Contractor shall procure that those sub-contractors (including any consultants) with any design responsibility as agreed between the Employer and Contractor acting reasonably shall:

7E.1.1 within 28 days of their appointment provide to the Employer a Collateral Warranty in favour of the Employer in the form in Schedule C to this Contract with such reasonable amendments as the Employer may require or approve or that may be required by the parties' insurers;

7E.1.2 within 28 days of a written request from the Employer provide to the Employer a Collateral Warranty:

.1 in favour of any Purchaser or Tenant in the form in Schedule C to this Contract with such reasonable amendments as the Employer may require or approve or that may be required by the parties' insurers; and

.2 in favour of any Funder in the form in Schedule C to this Contract with such amendments as the Employer may reasonably require or approve or that may be required by the parties' insurers."

7F INSERT a new clause 7F:

"It shall be a condition precedent to any payment becoming due to the Contractor in respect of works or services performed by any sub-contractor (including any sub-consultants and/or Contractor's Design Consultants as applicable) that the Contractor has appointed that sub-contractor in accordance with this Contract and has delivered executed and completed collateral warranty deeds to the Employer pursuant to clause 7E."

Section 8 Termination

Termination by Employer

Default by Contractor

8.4 DELETE the words "before practical completion of the Works", in line 1 of clause 8.4.1.

8.4.1 INSERT new clause 8.4.1.6 as follows:

"6 fails to provide a parent company guarantee where it is stated in the Contract Particulars that such document is required."

Insolvency of Contractor

8.5 INSERT at the end of clause 8.5.1 "The Contractor's Insolvency shall be a default under the Contract and termination for Insolvency shall be regarded as termination for default by the Contractor".

INSERT in clause 8.5.3.3 after "the Employer may" the words "at the Contractor's expense and risk"

Corruption and Regulation 73(1)(b) of the PC Regulations

8.6 INSERT after "acting on his behalf" on line 3 of clause 8.6 the words "or associated with him and INSERT the following at the end of clause 8.6:

"For the purpose of this clause 8.6, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes any sub-contractor of the Contractor."

Consequences of Termination under clauses 8.4 to 8.6

8.7 INSERT in clause 8.7.2 before the colon after "the Contractor shall" the words "at the Contractor's expense".

INSERT after the words "(but not before)" in line 1 of clause 8.7.2.1 the words:

"vacate and give up possession of the Site and shall immediately carry out all instructions of the Employer with regard to the conclusion of work on site, the protection of the Works and any goods and materials therefore and the safe and orderly removal of all plant, equipment and other items belonging to the Contractor and shall deliver possession of the Site to the Employer in a clean and tidy condition including without limitation"

INSERT after the words "of goods" in line 4 of clause 8.7.2.3 the words "or services".

INSERT the following after the words "in accordance with this Contract" in clause 8.7.4.3: "after deducting any sums deducted or payable under clause 2.29".

Termination by Contractor

Default by Employer

8.9 DELETE clause 8.9.

Consequences of Termination under clauses 8.10 to 8.11, etc

8.12 INSERT after the word "reasonable dispatch," in line 1 of clause 8.12.2.1 the words "vacate the site, deliver to the Employer possession of the Site and of the Works,"

Section 9 Settlement of Disputes

SCHEDULE A – LIST OF DESIGN CONSULTANTS

Consultant	Professional Indemnity Cover (on an each and every claim basis)
<i>(Architect/Lead Designer)</i>	£5,000,000
<i>(Structures and Civil Engineer)</i>	£10,000,000
<i>(M&E Subcontractors)</i>	£2,000,000
<i>(Landscape Architect)</i>	£5,000,000
<i>(CDM Advisor / Principal Designer Advisor)</i>	£5,000,000
<i>(Energy Assessor)</i>	£5,000,000
<i>(Fire Engineer)</i>	£5,000,000

SCHEDULE B – CONTRACTOR COLLATERAL WARRANTY

SCHEDULE B

Contractor Collateral Warranty

Dated [] 20[]

Parties

- (1) [] whose registered office is at []
whose registered office is at ***** (the **Contractor**) of the first part;
- (2) [] whose registered office is at []
[] (hereinafter called the **Employer**) of the second part; and
- (3) [] whose registered office is at []
[] (the **Beneficiary**, which expression shall include its permitted assigns) of the third part.

Introduction

- (A) The Contractor has been appointed as contractor by the Employer in connection with [] (the **Works**) at (the **Site**) in terms of a building contract (the **Contract**);
- (B) The Beneficiary has entered into an agreement with the Employer in relation to [*insert nature of the Beneficiary's interest*]; and
- (C) The Contractor acknowledges that the Beneficiary and in substitution thereof, its permitted assigns in terms of clause 5 hereof are relying upon the performance of the Contractor's obligations under the Contract;

In consideration of the payment of one pound (£1.00) by the Beneficiary to the Contractor, receipt of which the Contractor hereby acknowledges it is agreed as follows:

1 Duty of Care

- 1.1 The Contractor hereby confirms and warrants to the Beneficiary that the Contractor has complied with and shall continue to comply with the terms of the Contract and that, without prejudice to the foregoing, the Contractor has:
- 1.1.1 exercised and will continue to exercise, in the execution of the Works, the reasonable skill, care and diligence expected of a competent contractor experienced in executing works of a similar size, scope and nature to the Works; and
- 1.1.2 exercised and will continue to exercise, in the design of the Works, the reasonable skill, care and diligence expected of competent and properly qualified persons of the relevant disciplines who are experienced in designing works of a similar size, scope and complexity to the Works.
- 1.2 The Contractor acknowledges to the Beneficiary the Contractor's obligations pursuant to this agreement shall not be diminished by (a) the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter or (b) the failure

of the Beneficiary to appoint any person or to carry out itself any enquiry into any relevant matter.

- 1.3 Notwithstanding the terms of the Contract, the other terms of this agreement, completion of the Works or the issue of any certificate in respect thereof, the obligations contained in this agreement shall continue to subsist and shall not be reduced or diminished thereby **provided always that** the Contractor shall have no greater or longer lasting liability towards the Beneficiary under this agreement than it would have had if the Beneficiary had been named in the Contract as its joint employer, and the Contractor may use any defence that it would have had under the Contract at any time if the Beneficiary had been named in the Contract as its joint employer in defence of any claim by the Beneficiary under this agreement (save in respect of set-off and counterclaim), **and provided further always that** the Beneficiary hereby agrees that the Contractor shall not be liable in respect of any action or proceedings for any breach of this agreement commenced against the Contractor by the Beneficiary after the expiry of 15 years from the date of practical completion of the Work under the Contract (as set out in [] of the Contract) (the "Expiry Date").

2 **Materials**

The Contractor hereby confirms and warrants to the Beneficiary that it has not and will not use, specify, or permit to be used in connection with the Works materials which are not in accordance with British Standards and Codes of Practice and the version of the British Council of Offices Report entitled "Good Practice in the Selection of Construction Materials" current at the date of the Contract.

3 **Copyright**

- 3.1 The copyright in all Contractor's Design Documents (as that term is defined in the Contract) shall remain vested in the Contractor, and the Contractor hereby grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to copy, use and reproduce the Contractor's Design Documents and the designs contained within them for any purpose related to the Beneficiary's interest in the Site and/or the Works or part thereof. Such licence shall enable the Beneficiary to copy and use the Contractor's Design Documents for the extension of the Works but such use shall not include a licence to reproduce the designs contained in them for any extension of the Works. The Contractor hereby consents to the Beneficiary granting sub-licences in the same terms as the said licence being granted to the Beneficiary hereunder to any third party acquiring an interest in the Site and/or the Works or part thereof. The Beneficiary hereby agrees that the Contractor shall not be liable for any use by the Beneficiary or its licensees of the Contractor's Design Documents for any purpose other than that for which they were prepared.
- 3.2 The Contractor undertakes to the Beneficiary to provide to the Beneficiary at any time such copies of the Contractor's Design Documents as the Beneficiary may reasonably require and in such format and medium as the Beneficiary may reasonably require, on payment of the Contractor's reasonable and proper copying costs.

4 **Professional indemnity insurance**

- 4.1 The Contractor confirms and warrants that it holds and will maintain professional indemnity insurance at all times until the expiry of [15] years from the date of practical completion of the Works in an amount of [] for any one occurrence or series of occurrences arising out of one event or otherwise not less than and on the basis stated in the Contract (whichever is greater) with insurers authorised to carry on general insurance business (including the provision of general liability cover) in the United Kingdom who have an office in the United Kingdom, provided always that such insurance is available in the open market at commercially reasonable rates and terms.
- 4.2 If the amount of professional indemnity insurance cover referred to in clause 4.1 ceases to be available in the open market at commercially reasonable rates and terms, the Contractor shall effect such insurance in such lesser amount that is so available and shall notify the Beneficiary accordingly.
- 4.3 As and when reasonably requested to do so by the Beneficiary, the Contractor shall produce documentary evidence that such insurance is being maintained in accordance with the provisions of this clause 4.

5 **Assignment**

- 5.1 The Beneficiary may without the consent of the Contractor (but on notice to the Contractor) assign by way of absolute legal assignment and/or charge the benefit of any right arising under this agreement upon a maximum of two occasions save that any assignment to any Group Organisation (as defined in the Contract) shall not count towards this limit.

6 **[Step-In Rights¹]**

- 6.1 The Contractor shall not without first giving the Beneficiary not less than twenty one days written notice (confirming the Contractor's intention and the grounds for doing so) exercise or seek to exercise any rights the Contractor may have to determine its employment under the Contract or treat it as having been determined by the Employer (which expression in this clause 6 shall include a permitted assignee, liquidator, receiver, administrator, administrative receiver or manager of the Employer) or to discontinue performance of any service or obligation thereunder. For the avoidance of doubt, suspension of the performance of the Contractor's obligations (in whole or in part) pursuant to either clause 4.11 of the Contract or Section 112 of the Housing Grants, Construction and Regeneration Act 1996 shall not constitute discontinuance of the performance of any obligation under the Contract for the purposes of this clause 6 but the Contractor agrees to notify the Beneficiary at the same time as notifying the Employer of the Contractor's intention to suspend its obligations (in whole or in part) pursuant to the aforementioned Act.
- 6.2 The Contractor acknowledges that its right to determine its employment under the Contract or treat it as determined by the Employer or to discontinue performance as aforesaid shall cease if within the said period of twenty one days referred to in clause 6.1 hereof:
- 6.2.1 the Beneficiary gives the Contractor written notice requiring the Contractor to fulfil the terms of the Contract as if it or its nominees and not the Employer were the employers under the Contract; and

¹ Step-in rights shall only be available in a warranty in favour of a Funder.

6.2.2 the Beneficiary acknowledges in such notice that it or its nominees are assuming all of the rights and obligations of the Employer under the Contract in lieu of the Employer, including without prejudice to the foregoing generality the obligation to make payment within ten (10) business days of any sums due at the date of the notice or which may subsequently become due under the Contract and in respect of which a valid withholding notice has not been or is not issued.

6.3 Notwithstanding that as between the Contractor and the Employer a right of determination of the Contractor's employment under the Contract by the Contractor may not have arisen, the provisions of clause 6.4 hereof shall apply nonetheless if the Beneficiary gives the Contractor written notice (a copy of which shall be sent to the Employer) to the effect that the Employer is in breach of its obligations to the Beneficiary under the Employer's agreement with the Beneficiary in relation to the Site and/or the Works and provided that the Beneficiary complies with the requirements on the Beneficiary's part under clauses 6.2.1 and 6.2.2 hereof.

6.4 In the event of notice being given by the Beneficiary in accordance with the provisions of clause 6.2 and/or clause 6.3, the Contract will continue in full force and effect as if no right to determine the Contract or treat it as determined had arisen. The Contractor shall, where the Beneficiary has given notice under clause 6.2 and/or clause 6.3 hereof, assume liability to the Beneficiary or its nominees in terms of the Contract in lieu of the liability to the Employer.

6.5 The Contractor shall notify the Beneficiary of the determination of its employment under the Contract on the date that it is determined. The Contractor shall also, if so required by the Beneficiary following determination of its employment under the Contract and at the Beneficiary's cost, contract direct with the Beneficiary or its nominees by novation or otherwise on the same terms, mutatis mutandis, as are contained in the Contract but with such revisions including an increase in the Contract Sum (as defined under the Contract) as the Beneficiary and Contractor shall reasonably require to reflect the altered circumstances provided that the Beneficiary gives the Contractor written notice requiring the Contractor to do so within a period of twenty one days from the date of determination of its employment under the Contract.

6.6 The Employer, by its execution hereof, acknowledges that the Contractor in acting in accordance with clause 6 shall not by doing so incur any liability to the Employer.]

7 No Instructions

Unless the Beneficiary has stepped-in under clause 6, the Beneficiary may not give instructions to the Contractor under this agreement.

8 Counterparts

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If such method of delivery is

adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

9 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10 **Notices, law and jurisdiction**

10.1 The provisions of the notices clause of the Contract shall govern the service of notices pursuant to this agreement subject to any references to the Contract being deemed to be references to this agreement.

10.2 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10.3 This agreement shall be governed by and construed in accordance with the laws of England and the parties to this agreement hereby submit to the exclusive jurisdiction of the Courts of England.

In witness whereof this document has been executed and, on the date set out above, delivered as a deed.

SUB-CONTRACTOR COLLATERAL WARRANTY

DATED XX/XX/202X

XXXX (1)

XXXX (2)

HILL PARTNERSHIPS LIMITED (3)

**SUB-CONTRACTOR'S COLLATERAL WARRANTY TO
EMPLOYER**

relating to a project at

XXXX

THIS AGREEMENT is made on the day of XXXX

Parties:

- (1) **XXXX** incorporated and registered in England and Wales with company number [XXXX] whose registered office is at XXXXX
- (2) **XXXXX** incorporated and registered in England and Wales with company number XXXX whose registered office is at XXXXXX (the "Beneficiary").
- (3) **HILL PARTNERSHIPS LIMITED** incorporated and registered in England and Wales with company number 02599073 whose registered office is at The Power House Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex, EN9 1BN (the "Contractor").

BACKGROUND

- (A) The Beneficiary has engaged the Contractor to carry out design and construction work.
- (B) The Contractor has engaged the Sub-Contractor to carry out part of that design, supply & install construction work.
- (C) The Beneficiary and the Contractor require the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Sub-Contractor has agreed to enter into this Agreement with the Contractor and the Beneficiary for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £1 to the Sub-Contractor [and the Contractor] as consideration under this Agreement.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Building Contract	an agreement in writing dated 22/07/2024 between the Beneficiary and the Contractor;		
Building Regulations	the Building Regulations 2010 (SI 2010/2214)		
Building Safety Laws	.1	the Building Safety Act 2022;	
	.2	the Defective Premises Act 1972;	
	.3	the Building Act 1984;	
	.4	the Building Regulations;	
	.5	any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects the Works;	
	.6	any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and	
	.7	any building safety laws and regulations now or from time to time in force that affects the Works or performance of any obligations under the Sub-Contract.	
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;		

Deleterious

products or materials which:

- .1 by their nature or application contravene any UK Designated Standard or British Standards Institution code of practice (or where no such standard exists do not conform with a British Board of Agrément Certificate) current at the time of specification;
- .2 by their nature or application contravene the recommendations of the British Council for Offices' publication "Good Practice in the Selection of Construction Materials" (2011);
- .3 are generally considered within the building design professions in the UK to be deleterious, hazardous to health and safety or detrimental to the long term integrity of the Works; or
- .4 are specified in the Sub-Contract as unacceptable for use in the Sub-Contract Works.

Funder

any person providing finance for the Works or any part thereof, or a person having or acquiring a mortgage, charge or other financial interest over the Works or any part thereof;

Material	the drawings, details and specifications of materials, goods and workmanship, sketches, models, designs, plans, reports, calculations, photographs, programmes, notes of meetings, CAD materials, schedules, bills of quantities, budgets, operating and maintenance manuals and other related documents and information prepared by or for the Sub-Contractor in relation to the Sub-Contract Works;
Permitted Uses	any purpose relating to the Works and/or the Property including the construction, completion, maintenance, letting, sale, promotion, extension, advertisement, reinstatement, refurbishment and repair of the Works and/or the Property;
Property	XXXXXX
Sub-Contract	an agreement in writing dated XXXXXX between the Contractor and the Sub-Contractor;
Sub-Contract Works	the design, construction and completion of the building works referred to in the Sub-Contract, carried out by the Sub-Contractor under the Sub-Contract;
Works	the design, construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **"writing"** or **"written"** includes fax and email **OR** but not email.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to clauses are to the clauses of this Agreement.
- 1.14 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMPLY WITH SUB-CONTRACT

- 2.1 The Sub-Contractor warrants to the Beneficiary that:
- 2.1.1 it has complied, and shall continue to comply, with its obligations under the Sub-Contract, including its obligations to:
- (a) carry out and complete the Sub-Contract Works properly;
 - (b) use workmanship and materials of the quality and standard specified in the Sub-Contract; and
 - (c) comply with Building Safety Laws;
- 2.1.2 without affecting *clause 2.1.1*, and to the extent that it takes responsibility for the same under the Sub-Contract, it:
- (a) has designed, or will design, the Sub-Contract Works; and
 - (b) has selected, or will select, goods, materials, plant and equipment for incorporation in the Sub-Contract Works,

with all the reasonable skill, care and diligence to be expected of a duly qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Sub-Contract Works; and

2.1.3 it has not and will not specify or use anything in the Sub-Contract Works, which, at the time of specification, is Deleterious.

2.2 In proceedings for breach of this *clause* 2, the Sub-Contractor may:

2.2.1 rely on any limit of liability or other term of the Sub-Contract; and

2.2.2 raise equivalent rights of defence as it would have had, if the Beneficiary had been named as a joint employer, with the Contractor, under the Sub-Contract (for this purpose not taking into account any set-off or counterclaim against the actual contractor under the Sub- Contract).

2.3 The Sub-Contractor's duties or liabilities under this agreement shall not be negated or diminished by any approval, review, comment, consent, advice or indication of satisfaction given by or on behalf of the Beneficiary or the Contractor, nor any notice or certificate issued by or on behalf of the Beneficiary or the Contractor, nor any enquiry, test or inspection of the Works which the Beneficiary or the Contractor may make or have carried out for his benefit or on his behalf at any time, and no omission to enquire, test or inspect, shall operate to negate, reduce, extinguish, exclude, limit or modify the Sub-Contractor's duties and obligations under the Sub-Contract.

2.4 This Agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Sub-Contractor.

3. STEP-IN RIGHTS: SUB-CONTRACTOR MAY NOT TERMINATE

3.1 The Sub-Contractor shall not exercise, or seek to exercise, any right to terminate its employment under the Sub-Contract for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least 20 Business Days' written notice of its intention to do so. Any notice from the Sub- Contractor shall specify the grounds for the Sub-Contractor's proposed termination.

3.2 If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in *clause* 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under *clause* 3.1.

- 3.3 The Sub-Contractor's right to terminate its employment under the Sub-Contract shall cease if, within the period referred to in *clause 3.1*, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:
- 3.3.1 requiring the Sub-Contractor not to terminate its employment under the Sub-Contract;
 - 3.3.2 acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and
 - 3.3.3 undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:
 - (a) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and
 - (b) within ten Business Days any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.
- 3.4 If the Beneficiary or its nominee serves notice on the Sub-Contractor under *clause 3.3*, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).
- 3.5 In complying with this *clause 3*, the Sub-Contractor:
- 3.5.1 does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and
 - 3.5.2 may exercise its right to terminate its employment under the Sub-Contract after the expiry of the notice period referred to in *clause 3.1*, unless the Sub-Contractor's right to terminate has ceased under *clause 3.3*.

4. STEP-IN RIGHTS: BENEFICIARY MAY STEP-IN

- 4.1 Without affecting *clause 3.1*, if the Beneficiary serves a notice on the Sub- Contractor, copied to the Contractor, that:
- 4.1.1 confirms that the Beneficiary wishes to step-in to the Sub-Contract; and
 - 4.1.2 complies with the requirements for a Beneficiary's notice under *clause 3.3*,

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

4.2 The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give a notice under *clause 4.1*. The Sub-Contractor shall not enquire whether the Beneficiary may give that notice.

4.3 In complying with this *clause 4*, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.

5. STEP-IN RIGHTS: SUB-CONTRACTOR'S POSITION AND CONTRACTOR'S CONSENT

5.1 The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with *clause 3* or *clause 4*.

5.2 The Contractor has executed this Agreement to confirm its consent to the agreement.

6. STEP-IN RIGHTS: BENEFICIARY'S GUARANTEE

6.1 If a Beneficiary's notice under *clause 3* or *clause 4* refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.

7. NO INSTRUCTIONS TO SUB-CONTRACTOR BY BENEFICIARY

7.1 Unless the Beneficiary has stepped-in under *clause 3* or *clause 4*, the Beneficiary may not give instructions to the Sub-Contractor under this Agreement.

8. COPYRIGHT

8.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

8.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

8.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Sub-Contractor.

- 8.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 8.5 The Beneficiary may request a copy or copies of (some or all of) the Material from the Sub-Contractor. On the Beneficiary's payment of the Sub-Contractor's reasonable charges for providing the copy (or copies), the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

9. PROFESSIONAL INDEMNITY INSURANCE

- 9.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least £10,000,000.00 for any one occurrence, or series of occurrences, arising out of any one event 15 years after the date of practical completion of the Works, provided that such insurance is available at commercially reasonable rates. The Sub-Contractor shall maintain that professional indemnity insurance with reputable insurers lawfully carrying on insurance business in the United Kingdom and on customary and usual terms and conditions prevailing for the time being in the insurance market.
- 9.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.
- 9.3 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.
- 9.4 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, in the form of a certificate or broker's letter.

10. LIABILITY PERIOD

- 10.1 Save in respect of failure to comply with Building Safety Laws where the period of limitation shall be 15 years from the date of practical completion of the Works, the Beneficiary may not commence any legal action against the Sub-Contractor under this agreement after 12 years from the date of practical completion of all of the Works.

11. ASSIGNMENT

- 11.1 The Beneficiary may assign the benefit of this Agreement:
- 11.1.1 on two occasions to any person; and

- 11.1.2 without counting as an assignment under *clause 11.1.1*:
- (a) by way of security to a Funder (including any reassignment on redemption of security); or
 - (b) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary.
- 11.2 The Beneficiary shall notify the Sub-Contractor and the Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
- 11.3 The Sub-Contractor shall not contend that any person to whom the benefit of this Agreement is assigned under *clause 11.1* may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement.
- 12. NOTICES**
- 12.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 12.1.2 sent by fax to its main fax number or sent by email to the Parties Registered address or other addresses where agreed in writing.
- 12.2 Any notice shall be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 12.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside Business Hours, at 9.00 am on the next Business Day after transmission.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. THIRD PARTY RIGHTS

- 13.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14. GOVERNING LAW

- 14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

- 15.1 Each party irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of it.

EXECUTED as a deed by **XXXXX**)
acting by two directors or a director)
and the company secretary:)
)

.....
Director

.....
Print Name

.....
Director / Company Secretary

.....
Print Name

EXECUTED as a deed by **HILL**)
PARTNERSHIPS acting by two)
directors or a director and the)
company secretary:)

.....
Director

)
)
.....
Print Name

.....
Director / Company Secretary

.....
Print Name

EXECUTED as a deed by **XXXXX**)
acting by two directors or a director)
and the company secretary:)
)

.....
Director

)
)
.....
Print Name

.....
Director / Company Secretary

.....
Print Name

SUB-CONSULTANT FORM OF COLLATERAL WARRANTY

DATED

20[]

(1) CONSULTANT

(2) [BENEFICIARY]

(1) HILL PARTNERSHIPS LIMITED

Consultant Collateral Warranty

in relation to a project at **[ADDRESS]**
Non HRB

DATE

20[]

PARTIES

- (1) **[CONSULTANT]** (Registered Number **[INSERT]**) whose registered office is **[ADDRESS]** (the **Consultant**)
- (2) **[BENEFICIARY]** (Registered Number **[INSERT]**) whose registered office is **[ADDRESS]** (the **Beneficiary** which term shall include their permitted assignees)
- (3) **HILL PARTNERSHIPS LIMITED** (Registered Number 02599073) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN (the **Contractor**)²

INTRODUCTION³

- (A) The Contractor has entered into the Appointment with the Consultant. OR
The Beneficiary has entered into the Building Contract with the Contractor. OR
The Beneficiary has entered into the Property Agreement with the Employer. OR
The Beneficiary has the freehold/a long leasehold interest in the Site. OR
The Beneficiary is to manage the Site on the completion of the Works. OR
The Beneficiary is an Associate (as that term is defined in the Appointment) of the Contractor.
- (B) The Consultant **[is obliged/has agreed]** to enter into this agreement with the Beneficiary.

IT IS AGREED :

1 Definitions and Interpretation

- 1.1 The following words which begin with capital letters in this agreement have the meanings given below save where the context otherwise requires:

Appointment

the appointment dated **[DATE]** entered into by **[NAME OR the Contractor]** and the Consultant under which the Consultant is to perform the Services in relation to the Works

Building Contract

the building contract between the Employer and the Contractor for the carrying out of the Works

[Contractor]

² NOTE: The Contractor only needs to be a party to the Collateral Warranty if step-in rights are being given e.g. to a Funder. If no step-in rights are being granted Party 3 can be deleted.

³ Delete as applicable.

Hill Partnerships Limited (Registered Number 02599073) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN]⁴

Documents

means all technical information, models, bills of quantities, calculations, designs, details, drawings, electronically stored information, plans, reports, specifications and other documents or materials in any medium as are provided by or on behalf of the Consultant in connection with the Site and the Works;

[Employer

Hill Residential Ltd (Registered Number 0451718) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN OR INSERT If OTHER]

Insured Amount

a limit of indemnity of not less than £[INSERT] for each and every claim or series of claims arising out of any one event [except where claims arise out of pollution or contamination, where the limit of indemnity is not less than £[INSERT] in the aggregate in any one period of insurance]⁵;

[Property Agreement

an agreement dated [DATE] between [INSERT PARTY NAMES] under which the Beneficiary is to [provide finance in connection with the Works and/or acquire and/or acquire a lease of the whole or part of the Site]⁶;

Services

the [INSERT DISCIPLINE] services relating to the Works which the Consultant performs or is to perform under the Appointment [whether before or after novation of the Appointment];

Site

[INSERT]

Works

⁴ SEE FOOTNOTE 1: if the Contractor is a party to the Collateral Warranty the definition of "Contractor" can be deleted.

⁵ Amend as appropriate

⁶ Amend as appropriate

the development of the Site comprising [INSERT DETAILS] [as more fully described in the Building Contract].

1.2 In this agreement, a reference to:

1.2.1 a clause, schedule or appendix is, unless otherwise stated, a reference to a clause of, or a schedule or appendix to, this agreement and a reference to paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;

1.2.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.2.3 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 a party means a party to this agreement and includes its permitted assignees;

1.2.5 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this agreement.

1.3 "working day" excludes Saturdays, Sundays and any day which is a bank holiday under the Banking and Financial Dealings Act 1971.

1.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.5 Where any consent, authorisation or permission is required to be given to this agreement then such consent, authorisation or permission unless the contract provides otherwise, shall not be unreasonably withheld or delayed.

1.6 Where any consent, authorisation or permission is required to be given by either party to this agreement then such consent, authorisation or permission unless the context provides otherwise, shall not be unreasonably withheld or delayed.

2 Consideration

2.1 In consideration of the payment of £1 by the Beneficiary to the Consultant, receipt of which the Consultant acknowledges, the Consultant has agreed to enter into this agreement with the Beneficiary.

3 Skill and Care

3.1 The Consultant warrants that:

3.2 it has performed and will continue to perform its obligations under the Appointment;

- 3.3 in performing the Services, it has exercised and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent and properly qualified Professional Designer experienced in performing similar services for works of a similar nature, value, complexity and timescale to the Works;
- 3.4 subject to clause 3.6 it owes to the Beneficiary the same (but no greater) duty of care as it owes to the Contractor under the Appointment.
- 3.5 Insofar as the Consultant has performed a part of the Services before the date of the Appointment, the obligations and liabilities of the Consultant under this agreement shall take effect in all respects as if the Appointment had been dated prior to the commencement of that part of the Services by the Consultant.
- 3.6 In any action or proceedings brought by the Beneficiary under this agreement, the Consultant shall be entitled to rely on any limitation in the Appointment and to raise the equivalent rights in defence ~~(other than in relation to set-off and counterclaim)~~ as it would have had if the Consultant had been employed jointly by the Beneficiary and the Contractor under the Appointment.
- 3.7 The Consultant has exercised and will continue to exercise the standard of skill and care referred to in clause 3.3 not to authorise or specify for use in the Works:
- 3.7.1 materials other than in accordance with the guidelines contained in the British Council for Offices publication "Good Practice in the Selection of Construction Materials" (edition current at the date of specification or use; or
 - 3.7.2 any products substances or materials or any combination of them which are themselves or which incorporate substances which at the time of authorisation or specification do not conform to current British or applicable European Standards or codes of practice or are generally known in the construction industry to be deleterious to health & safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are specified to be used.
- 3.8 The Consultant shall inform the Beneficiary immediately if the Consultant becomes aware whilst performing the Services that any goods or materials referred to above have been specified for use or used in the Works. ~~[This clause 3.8 does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment.]⁸~~
- 3.9 The Consultant's duties obligations and liabilities under this agreement will not be released or reduced or in any way diminished by reason of any inspection or enquiry into any relevant matter or by any approval of the Works or Services or attendance at site meetings by or on behalf of the Beneficiary.

4 Insurance

- 4.1 The Consultant warrants that it has professional indemnity insurance of not less than the Insured Amount. The Consultant shall maintain such insurance during the performance of the Services and for a period commencing on the date hereof and ending on the date 15 years after the date of practical completion of the **Works/last section** of the Works provided

⁷ This clause should not be deleted see Safeway v Interserve [2005] EWHC 3085

⁸ This provision can be agreed if required by the Consultant

that such insurance remains available to the profession of the Consultant at commercially reasonable rates and on commercially reasonable terms.

- 4.2 The insurance shall be with an insurance office or underwriter licensed to carry on business in the United Kingdom.
- 4.3 If the insurance ceases to be available at commercially reasonable rates or on commercially reasonable terms, the Consultant shall:
 - 4.3.1 give notice to the Beneficiary immediately; and
 - 4.3.2 take out and maintain the highest level of insurance which is available to the profession of the Consultant at commercially reasonable rates and on commercially reasonable terms; and
 - 4.3.3 give notice to the Beneficiary of the level of insurance purchased in accordance with clause 4.3.
- 4.4 Any increased or additional premium required by reason of the Consultant's own claims record or other acts omissions matters or things particular to the Consultant shall be deemed to fall within commercially reasonable rates.
- 4.5 As and when the Consultant is reasonably requested to do so by the Beneficiary, the Consultant shall produce promptly for inspection documentary evidence in the form of an original broker's letter or verification certificate that the required insurance is being maintained.

5 Copyright

- 5.1 The Consultant grants to the Beneficiary, or where it does not own the copyright in the Documents the Consultant shall procure the grant to the Beneficiary of, an irrevocable, royalty-free and non-exclusive licence to copy and use the Documents for any purpose related to the Works or the Site, other than the reproduction of the designs contained in the Documents for an extension of the Works or the Site.
- 5.2 The benefit of the licence is assignable to third parties and the licence includes the right to grant sub-licences on the same terms as are contained in clause 5.1.
- 5.3 At the request of the Beneficiary and upon the Beneficiary agreeing to pay the reasonable copying costs of the Consultant, the Consultant shall provide copies of the Documents to the Beneficiary.
- 5.4 The Consultant shall not be liable for any use of the Documents by the Beneficiary or its assignee or sub-licensee for any purpose other than that for which the same were prepared and provided by or on behalf of the Consultant.
- 5.5 The Consultant waives any moral right which it may have as the author of the Documents. Where the Consultant is not the author, the Consultant shall use its reasonable endeavours to obtain for the Beneficiary a corresponding waiver from the author.
- 5.6 The Consultant warrants that the use of Documents for any purpose related to the Works will not infringe the rights of any third person.

6 [Step-in]

6.1 The Consultant shall not:

- 6.1.1 terminate the Appointment or its employment thereunder;
- 6.1.2 treat the Appointment as having been repudiated by the Contractor;
- 6.1.3 treat its employment as determined under the Appointment;
- 6.1.4 discontinue or suspend the performance of all or any of the Services,

before giving to the Beneficiary not less than 28 days' notice (or 7 days' notice in the case of suspension for non-payment pursuant to s.112 of the Housing Grants Construction and Regeneration Act 1996). The notice shall give particulars of the Consultant's intention to do so, specifying the grounds for so doing.

6.2 Unless the engagement of the Consultant shall have terminated previously (and whether or not the Consultant shall have served notice on the Beneficiary pursuant to clause 6.1), if the Beneficiary serves upon the Consultant a notice to do so, the Consultant shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor under the Appointment or in connection with the Appointment. Upon receipt of said notice, the Consultant shall comply with it and shall not do any of the actions referred to in clauses 6.1.1 to 6.1.4. The Appointment shall continue as if it had been entered into at the outset between the Consultant and the Beneficiary or its nominee instead of the Employer.

6.3 As from the date of service of notice under clause 6.2, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Contractor under the Appointment, provided that this shall not affect or derogate from any right of action the Contractor may have against the Consultant in respect of any breach of duty of the Consultant under or in connection with the Appointment happening prior to the date of service of notice by the Beneficiary under clause 6.2.

6.4 [Where the Consultant has given rights in relation to the Appointment similar to those contained in this clause 6 to any other person then if both the Beneficiary and any such other person serve notice under clause 6.2 or its equivalent the notice served by the Beneficiary shall [prevail] [not prevail] [not prevail over any notice served by [INSERT] but prevail over any notice served by any other person]¹⁰.

6.5 If the Beneficiary gives notice under clause 6.2 the Beneficiary or its nominee shall accept all the obligations of the Employer under the Appointment, including payment of any part of the fee due to the Consultant and unpaid on the date of the notice. Where the Consultant is to accept the instructions of a nominee, the notice from the Beneficiary shall only be effective if the Beneficiary agrees to guarantee the obligations of the nominee to the Consultant.

⁹ NOTE: Step-in rights are usually only granted to (a) a Funder and (b) the Employer under the Building Contract where the Consultant has been appointed by the Contractor. The Corporate Insolvency and Governance Act 2020 may prevent a Consultant from being able to do any of the actions under clauses 6.1.1 – 6.1.4 and hence from being able to serve a notice under clause 6.1. The Beneficiary has a free rein to serve a notice under clause 6.2 though which should be acceptable to a Beneficiary. Any restrictions on the Beneficiary's right to serve a notice under clause 6.2 must be set out in the agreement with either the Contractor or the Employer.

¹⁰ NOTE: Generally a Funder will insist on having priority step-in rights. Where step-in rights are being given to a single beneficiary this clause can be deleted.

- 6.6 Any notice which is given under clauses 6.1 or 6.2 shall be copied concurrently to the Contractor.
- 6.7 The Contractor acknowledges that the Consultant shall:
- 6.7.1 be entitled to rely upon a notice which the Beneficiary gives to it under clause 6.2 and the Consultant shall not make an enquiry into the entitlement of the Beneficiary as against the Contractor to service such notice;
 - 6.7.2 not breach the Appointment if the Consultant complies with clauses 6.1 or 6.2.
- 6.8 Any notice which the Consultant gives under clause 6.1 shall not constitute a waiver of any of its rights under the Appointment.
- 6.9 The Contractor agrees to the foregoing provisions of this clause 6 and agrees to be bound by them.]

7 Assignment

- 7.1 The Consultant agrees that the rights and benefits arising under of this agreement may be assigned, charged or otherwise transferred on two occasions only without the consent of the Consultant. No further assignment, charge or other transfer is permitted without the prior written consent of the Consultant (such consent not to be unreasonably withheld or delayed).
- 7.2 Within 28 days after any assignment, charge or transfer under clause 7.1, notice of the assignment shall be given to the Consultant. Failure to give this notice shall not affect the validity of any assignment.
- 7.3 The Consultant agrees with the Beneficiary not to contend or argue that any person to whom this agreement shall be assigned, charged or otherwise transferred by the Beneficiary shall be precluded or prevented from recovering under this agreement any loss or damage resulting from any breach of this agreement by the Consultant (whenever it happens) by reason of the fact that such person is an assignee only or otherwise not the original Beneficiary or because the loss or damage suffered has been suffered by such a party only and not the original Beneficiary.
- 7.4 Notwithstanding clause 7.1 above the benefit of this agreement may be assigned by way of reassignment on redemption by or to the Beneficiary and/or to any company which is a member of the same group of companies as the Beneficiary which assignment(s) shall not count as an assignment for the purpose of the limitation in clause 7.1 above.
- 7.5 Within 21 days of the Beneficiary's written request the Consultant shall enter into deeds of collateral warranty in the terms of this deed (amended as appropriate but excluding this clause 7) in favour of a funder, purchaser, tenant and/or other beneficiary and deliver the same duly executed to the Beneficiary, save that the number of such collateral warranties that the Consultant shall be obliged to enter into shall not exceed the number it would be obliged to enter into under the Appointment¹¹.

8 Common Law

¹¹ NOTE: only include if step-in rights are being granted.

- 8.1 Except as this agreement otherwise provides, this agreement does not affect the rights or remedies of any party in contract, tort or otherwise.

9 Notices

- 9.1 Any notice to be given under this agreement shall be in writing and shall be deemed to be given properly if it is delivered by hand, or sent by first class post to the registered office or if there is no registered office to the address of the relevant party on page 3 or such other address as may be notified from time to time as the address for service.
- 9.2 If the notice is sent by first class post, it shall be deemed to be received two working days after the day it was posted.
- 9.3 If the notice is delivered by hand, it shall be deemed to be received on the day it is delivered.

10 Limitation

- 10.1 Subject to clause 10.2, no action or proceeding for any breach of this agreement shall be commenced after the expiry of 12 years from the date of practical completion of the Works/the last section of the Works.
- 10.2 In relation to claims under or in connection with the Defective Premises Act 1972 and/or s. 38 Building Act 1984 the parties agree that the limitation period for claims for breach of this agreement shall be 15 years from the date of practical completion of the Works/the last section of the Works and that no claim for breach of this agreement shall be brought after the expiry of this period save in respect of claims under the Civil Liability (Contribution) Act 1978 where s. 10 Limitation Act 1980 applies.

11 Third Party Rights

- 11.1 Any person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement provided always that this shall not affect any right or remedy of such person which exists or is available apart from this Act.

12 Governing Law and Jurisdiction

- 12.1 This agreement is governed by and in accordance with English law and any dispute shall be submitted to the non-exclusive jurisdiction of the English Courts.

THE PARTIES have executed this agreement as a deed and delivered it on the date first set out

HILL PARTNERSHIPS LTD

Executed as a Deed by acting as Director / Attorney (<i>Delete as appropriate</i>) for and on behalf of Hill Partnerships Limited In the presence of Witness Signature: Witness Name: Address:	 Director / Attorney (Delete as appropriate) Title of Attorney The Power House, Powder Mill Lane, Waltham Abbey, Essex, EN9 1BN
---	---

THE CONSULTANT

ALTERNATIVE A (LIMITED COMPANY/LLP)

Executed as a Deed by the Consultant acting by:	
[Director / Member]	.....
[Director / Member]	.....

ALTERNATIVE B (LIMITED COMPANY)

Executed as a Deed by the Consultant acting by :	
Director :	.....
In the presence of Witness Signature:	.....
Witness Name:	.....
Address:	.....
	

ALTERNATIVE C (LIMITED COMPANY)

The Common Seal of the Consultant was affixed in the presence of:	
Seal :	
Director :	.....

DRAFTING NOTE:

This execution wording to be reviewed and checked depending on the requirements of the Consultant

THE BENEFICIARY

ALTERNATIVE A (LIMITED COMPANY/LLP)

Executed as a Deed by the Beneficiary acting by:	
[Director / Member]	.....
[Director / Member]	.....

ALTERNATIVE B (LIMITED COMPANY)

Executed as a Deed by the Beneficiary acting by :	
Director :	.....
In the presence of	
Witness Signature:	.....
Witness Name:	.....
Address:	.....
	

ALTERNATIVE C (LIMITED COMPANY)

The Common Seal of the Beneficiary was affixed in the presence of:	
Seal :	
Director :	.....

DRAFTING NOTE:
This execution wording to be reviewed and checked depending on the requirements of the Beneficiary

SCHEDULE D – FORM OF PERFORMANCE BOND

NOT USED

SCHEDULE E - FUNDING REQUIREMENT ACTIVITIES

- Excavation for strip or trench foundations or for pad footings;
- Digging out and preparation of ground for raft foundations;
- Vibroflotation, piling, boring for piles or pile driving;
- Drainage works specific for the buildings forming part of the Works; or
- such works of demolition or service diversion as are expressly and strictly contemplated in the Grant Funding Agreement

SCHEDULE F PARENT COMPANY GUARANTEE

DATED

2025

**BUILDING FOR THRIVE
HILL HOLDINGS LIMITED**

PARENT COMPANY GUARANTEE

relating to a project at
Lyndhurst Farm, Borehamwood

DATED

PARTIES

- | | | |
|---|-----------|---|
| 1 | Employer | Building For Thrive (company no 10471305) whose registered office is at Westside, London Road, Hemel Hempstead, HP3 9TD; |
| 2 | Guarantor | Hill Holdings Limited (company no 4202304) whose registered office is at The Power House, Gunpowder Mill Powdermill Lane, Waltham Abbey, Essex EN9 1BN |

RECITALS

- A By the Contract, the Employer has employed the Contractor to carry out and complete the Works.
- B The Guarantor is the ultimate asset holding parent company of the Contractor.
- C The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 Unless the contrary intention appears, the following definitions apply:

<i>Contract</i>	the contract dated [] between the Employer (1) and the Contractor (2) ;
<i>Contractor</i>	HILL PARTNERSHIPS LIMITED (company number 02599073) and whose registered office is situated at The Power House Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex, EN9 1BN
<i>Works</i>	the design and construction of Lyndhurst Farm, Green Street, Borehamwood WD6 1NF as more particularly described in the Contract.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.5 Where the context so admits, references in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment thereof from time to time and for the time being in force.

2. Guarantee

In consideration of the Employer agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:

- 2.1 the Contractor will perform and observe all his obligations under the Contract on the days and at the times and in the manner provided in the Contract; and
- 2.2 in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or shall otherwise cause it to be made good and shall indemnify and hold harmless the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it;

provided that (subject to clause 5) any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.

- 2.3 The Employer may not recover any more under this deed in respect of any matter than the Employer will be entitled to recover from the Contractor in respect of that matter, net of any set off. The Employer may not start proceedings against the Guarantor under this deed in respect of any claim if the proceedings against the Contractor in respect of that claim would be statute barred.

3. Guarantor's liability

- 3.1 The obligations of the Guarantor under this deed shall be in addition to and shall be independent of any other security which the Employer may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:

- 3.2.1 the bankruptcy, insolvency, liquidation, reorganisation, dissolution, amalgamation, reconstruction or any analogous proceeding relating to the Contractor or any change in the status, function, control or ownership of the Contractor;
- 3.2.2 any time given or forbearance or other indulgence shown by the Employer to the Contractor;
- 3.2.3 the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
- 3.2.4 the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
- 3.2.5 any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor.

4. Variations to the Contract

The Guarantor authorises the Contractor and the Employer to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. Liquidation of Contractor / Termination of the Contract

The Guarantor covenants with the Employer that if (i) the Contractor shall go into liquidation and the liquidator shall disclaim the Contract or (ii) if the Contractor's employment under the Contract shall be determined for any reason (including Insolvency (as defined in the Contract) of the Contractor), the liability of the Guarantor under this deed shall remain in full force and effect, provided that:

- (i) notwithstanding the other terms of this deed and the Contract, the Employer may not lawfully suspend, terminate and/or determine the Contract for any reason (including Insolvency of the Contractor) without first giving twenty-one (21) days written notice to the Guarantor of its intention to do so; and
- (ii) upon receiving such written notice, the Guarantor will not more than 14 days thereafter, step into the Contract to perform all parts of the Contract, which are not completed at the date of the step in, take all benefits under the Contract which have accrued, or would accrue in the future, to the Contractor and perform all the obligations under the Contract, as if the Guarantor had been a party to the Contract from its commencement.

The Beneficiary may, at its sole discretion, require the Guarantor to exercise its step-in rights under this clause and upon stepping in, the Guarantor shall be bound by all terms of the Contract as if it were "the Contractor".

6. Waiver

The Guarantor waives any right to require the Employer to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor before proceeding against the Guarantor under this deed.

7. Rights of Guarantor against Contractor

The Guarantor shall not by any means or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Employer in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Employer to claim or have the benefit of any security which the Employer holds for any money or liability owed by the Contractor to the Employer. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Employer for so long as the Guarantor shall remain liable or contingently liable under this deed.

8. Continuing guarantee

The terms of this deed shall be a continuing guarantee and shall remain in full force and effect until each and every part of every obligation of the Contractor under the Contract shall have been performed and observed and until each and every liability of the Contractor under the Contract shall have been satisfied in full. Provided that the liability of the Guarantor under this deed shall cease on the expiry of 12 years following the issue of a notice of Practical Completion of the Works under clause [] of the Contract save to the extent of any claims notified by the Employer to the Guarantor in writing prior to the expiry of such period.

9. Third party rights

Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. Notices

Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

11. Governing law

The application and interpretation of this deed shall in all respects be governed by English law.

Delivered as a deed on the date of this document.

Executed as a deed by **HILL
PARTNERSHIPS LIMITED**
in the presence of:

)
)

Director



Director/~~Secretary~~

Executed as a deed by **BUILDING FOR
THRIVE**

)
)

acting by two authorised signatories

Signature



Name

ALIX GREEN.

Signature



Name

STEPHEN KING

28/25

