

Works Contract

between

(1) The Mayor and Burgesses of the
London Borough of Haringey

and

(2) []

For the provision of works relating to [Cold Fall
School Boilers Replacement]

Dated [August] 2025

Agreement

This Contract is made the on the [August]

2025

This Contract is placed subject to the terms and conditions set out below.

	Contract Sum: Payment Terms: 30 days
Employer: The Mayor and Burgesses of the London Borough of Haringey Address: Haringey Civic Centre, 255 High Road, Wood Green, London, N22 8LE Attention for any notices:	
Contractor: GetFix Ltd Address: 3 Sovereign Park, Cleveland Way, Hemel Hempstead, Hertfordshire, England, HP2 7DA Registration no: 08926173 Attention for any notices:	
Site for Works: Coldfall Primary school, Coldfall Ave, Muswell Hill, London N10 1HS	

Specification Works/Services (see also Schedule 1):	
Commencement Date:	
Date(s) for completion:	
Framework Agreement (if applicable)	N/A
Liquidated Damages	
CDM Regulations	N/A
Do the Works relate to High Rise Buildings?	N/A
Will the Contractor be responsible for designing or completing the design of the following aspects and/or elements of the Works:	N/A
Insurances:	<p>ALL Insurance Policies to be maintained by the Contractor for a period of [REDACTED] .</p> <p>(if not time period is selected then it shall be deemed that the insurance shall be maintained for 6 years post practical completion)</p>
Public Liability Insurance	not less than £[5,000,000 (five million pounds)] for each and every claim
Employer's Liability Insurance	not less than £5,000,000 (five million pounds) for each and every claim
Professional Indemnity Insurance	not less than £[1,000,000 (one million pounds)] for each and every claim

Insurance for Cover for pollution and contamination claims	not less than £[1,000,000 (one million pounds)] for each and every claim
Retention Percentage	[] (if no rate is provided then it shall be deemed that the rate of 3% applies)

Conditions

These are the Conditions referred to in the attached Agreement. The Agreement and these Conditions are to be read as a whole.

The Employer has sent the Contractor the Agreement describing the Works which the Employer requires the Contractor to perform. The Agreement incorporates by reference these Conditions and the Numbered Contract Documents identified in the Agreement.

The Contractor has accepted the Agreement either by signing and returning the copy/counterpart agreement or by commencing performance of the Works.

As a consequence of the Contractor's acceptance of the Agreement the resulting Contract between the Employer and the Contractor comprises the Agreement, these Conditions and the Numbered Contract Documents.

The Contract constitutes the entire agreement between the Employer and the Contractor relating to the performance of the Works and supersedes and replaces any and all previous agreements, arrangements or understandings between the Employer and the Contractor in respect thereof. For the avoidance of doubt, the Contractor's own standard terms and conditions of engagement shall have no validity under this Contract.

1 Interpretation

- 1.1 In this Contract the following expressions shall have the following meanings unless the context requires otherwise or this Contract specifically provides otherwise:

CDM Regulations

means the Construction (Design and Management) Regulations 2015, SI 2015/51¹

Duty Holder Regulations

Part 2A of the Building Regulations 2010 as inserted by the Building Regulations etc (Amendment)(England) Regulations 2023 SI 2023/911, regulation 6 and, where the Works include work for or in

¹ Only include where CDM Regulations are applicable

connection with a HRB, the HRB Procedures Regulations, as the same may be amended or updated from time to time²

Consents

all agreements, approvals (including approval of reserved matters), consents, permissions, building regulation certificates and licences required from any local or other competent authority or from any government department utility or supply company which are necessary to enable the Contractor lawfully to carry out the Works (including any changes) or to reinstate them if they are damaged or destroyed

Construction Phase Plan

means such parts of the Construction Phase Plan for the Contract as are applicable to the Works and which the Principal Contractor is required to prepare under the CDM Regulations.³

Contract

means together the Agreement, the Conditions and the Numbered Contract Documents.

Contract Sum

means the amount set out in the Agreement.

Works

means the works identified in the Agreement as the works to be carried out by the Contractor under the Contract including and/or taking account of any variations thereto subsequently instructed by the Main Contractor (pursuant to clause 4).

HRB

means a 'higher-rise building' as defined under the Higher-Rise Buildings (Descriptions and

² Only to be included where CDM applies.

³ Only to be included where CDM applies.

Supplementary Provisions) Regulations 2023 SI 2023/275 as the same may be amended or updated from time to time⁴

HRB Procedures Regulations

means the Building (Higher-Rise Buildings Procedures)(England) Regulations 2023 SI 2023/909 as the same may be amended or updated from time to time⁵

Numbered Contract Documents

means the numbered documents which the Agreement indicates are to form part of the Contract.

Practical Completion

means the completion by the Contractor of the Works in accordance with the terms of this Contract (including completion of all requirements included in the Contractor's scope which are required to have been satisfied prior to practical completion of the Works) and to the satisfaction of the Employer save for any minor items of incomplete work or minor defects and/or blemishes, the existence, completion or rectification of which would not, in the reasonable opinion of the Employer materially interfere with the beneficial use and/or enjoyment of the Works.

Principal Contractor

means *[insert name of Principal Contractor]* who is identified as the principal contractor for the purposes of the CDM Regulations.⁶

Principal Designer

means *[insert name of Principal Designer]* who is identified as the

⁴ Only to be included where Duty Holder Regime applies

⁵ As above

⁶ Only to be included where CDM applies

principal designer for the purposes of the CDM Regulations.⁷

Statutory Requirements

means all legal and regulatory requirements applicable to the design, carrying out and completion of the Works which are current at the date or dates on which such services are performed and/or such works are carried out (including Acts of Parliament and subordinate instruments; orders; rules and/or regulations made thereunder; and/or the rules; regulations and/or bye-laws made by any body of competent jurisdiction in respect of which the Contractor has a legal obligation to comply, each as is in force from time to time).

1.2 In this Contract:

- 1.2.1 any words importing the singular meaning shall include the plural and vice versa
- 1.2.2 any word importing the masculine gender shall include the feminine and/or neuter genders and vice versa and any words importing persons shall include companies corporations and partnerships and vice versa
- 1.2.3 the clause headings are inserted for convenience only and shall not affect the construction of this Contract
- 1.2.4 references to statutes or statutory instruments shall be construed as including references to any modification extension amendment or re-enactment of them current at the time the relevant Works are carried out and shall include any subordinate legislation made under it and shall include any and all sub-ordinate instruments, orders, rules, regulations and bye-laws made thereunder and any guidelines issued in respect thereof
- 1.2.5 where under this Contract an act is required to be done within a specified period of days after or from a specified date the period shall

⁷ Only to be included where CDM applies

begin immediately after that date and shall exclude any day which is not a working day

- 1.3 This Contract shall be governed by and construed in accordance with English law and the English courts shall have jurisdiction over any dispute or difference that may arise.
- 1.4 No variation of this Contract shall be valid or effective unless it is in writing, refers to this Contract and is duly executed by, or on behalf of, each Party.
- 1.5 Where there is any discrepancy, inconsistency or conflict between the Agreement, Conditions and any other document forming part of this contract the priority shall be as follows:

- First the Agreement
- Second the Conditions/Schedules
- Third any other document forming part of this Contract

2 Works

- 2.1 The Contractor will carry out and complete the Works in accordance with:
 - 2.1.1 the Agreement, these Conditions and the Numbered Contract Documents
 - 2.1.2 Statutory Requirements
 - 2.1.3 all reasonable instructions, directions and other requirements of the Employer
- 2.2 The Contractor shall at all times comply with the Employer's policies and procedures as notified or updated from time to time.
- 2.3 Insofar as it is responsible for any design in respect of the Works, the Contractor has and will exercise all reasonable skill, care and diligence to be expected of a properly qualified and competent professional designer experienced in the provision of services similar to those to be performed under the Contract for projects of a similar size, scope, nature and complexity to the Works.
- 2.4 The Contractor shall carry out the Works in a proper and workmanlike manner and all workmanship shall be of the standards described in this Contract.
- 2.5 The Contractor shall be entirely responsible for maintaining and complying with all Consents.

- 2.6 The Contractor shall comply with all instructions given by the Employer which are in accordance with the Contract. If the Contractor fails to comply with any written instructions within seven days of receipt the Employer may at its discretion instruct another Party to perform the work comprised in the instruction itself and recover from the Contractor any excess cost the Employer incurs as a result.
- 2.7 The Contractor and all personnel under its control shall have regard to the safety of all other persons who may work on or visit the site and for those who live and pass near to the site whose health and safety may be affected by the Works.
- 2.8 [Without prejudice to or derogation from the Contractor's obligations under clauses 2.1 to 2.7, the Contractor shall at all times have regard to and shall comply with the CDM Regulations, Duty Regulations⁸ and the Construction Phase Plan and any and all instructions and/or directions issued by the Principal Designer and/or Principal Contractor in relation thereto.]⁹
- 2.9 Unless otherwise agreed (in writing) with the Employer, goods and materials provided and used by the Contractor in carrying out the Works shall be new and of good quality and conform in all respects with the requirements of this Contract.
- 2.10 The Contractor shall not use, permit to be used or specify for use, and will use the standard of care set out in clause 2.2 to ensure that others do not use, permit to be used or specify for use in the design and/or construction of the Works any materials which are not (or which incorporate substances which are not) in conformity with relevant British or European standards or Codes of Practice or generally known within the construction industry at the time of specification and/or use to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of the Works (or any part(s) thereof) in the particular circumstances in which they are used or which are otherwise not in accordance with legal and regulatory requirements and/or the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices current at the date of this Contract. If, in the performance of its duties under this Contract the Contractor becomes aware that it or any other person has specified or used any such products or materials, the Contractor shall notify the Employer in writing immediately and propose alternative materials for use, provided always that the Contractor shall not be entitled to any additional monies or to any extension of time under this Contract as a

⁸ Only to be included where Duty Regulations apply

⁹ Only to be included where CDM Regulations apply.

result of the subsequent specification and/or use of such alternative materials.

- 2.11 The Employer shall grant to the Contractor such access to and use of the site as shall be required for the Contractor to carry out and complete the Works in accordance with this Contract and the Contractor shall make itself, its employees and all personnel under its control aware of any and all site safety and security arrangements.
- 2.12 The Contractor shall not change any of the Key Personnel listed in the Agreement except with the Employer's prior written approval (such approval not to be unreasonably withheld) or except where such person dies, retires, is dismissed or is otherwise prevented from carrying out their role.

3 Commencement and completion

- 3.1 The Contractor shall as soon as possible and in any event within seven days of receiving the Agreement provide to the Employer a programme for the Works (if a programme has not already been provided).
- 3.2 The Contractor shall commence the Works on the Commencement Date set out in the Agreement.
- 3.3 To the extent that any services or works relating to the Works are carried out by the Contractor prior to or otherwise than pursuant to this Contract the appointment of the Contractor shall be deemed to have commenced with effect from the date when the Contractor first began to carry out such services or works and the Contractor warrants that it has carried out such services or works using the same standards of skill and care as those applicable under this Contract, and those services and works shall be subject to the terms of this Contract. Where sums have been paid or are owing by the Employer to the Contractor in connection with such works, those sums shall be included in (and not be in addition to) the Contract Sum.
- 3.4 The Contractor shall proceed regularly and diligently with the Works and, subject to clause **Error! Reference source not found.**, shall complete the Works and each part of them by the date(s) for completion set out in the Agreement and/or in accordance with the Employer's instructions and/or the progress of the Works. The Contractor shall notify the Employer in writing when it considers the Works to have reached Practical Completion and if the Employer agrees that Practical Completion of the Works has occurred, it will, within seven days of such notification, issue a certificate of completion to the Contractor.

- 3.5 Following Practical Completion of the Works, until expiry of the Defects Rectification Period the Contractor shall at its own cost and within a reasonable time attend and rectify any and all defects shrinkages or other defects in the Works which the Employer instructs the Contractor to attend and rectify. The making good of any such defects, shrinkages or other faults shall be in conformity with the Employer's reasonable directions and requirements.

4 Variations

- 4.1 The Employer shall be entitled to issue, in writing, reasonable variations of the Works to the Contractor. The value of variations required by the Contractor shall be agreed with the Contractor but in the absence of agreement shall be determined on the basis of fair rates and prices by the Employer. Where applicable the Employer shall have regard to the rates and prices contained in this Contract in making their determination and payment for the Works shall be adjusted accordingly.

5 Liabilities

- 5.1 The Contractor will be responsible for and bear the risk of:
- 5.1.1 the Works (until Practical Completion)
 - 5.1.2 whether or not they are on site, materials plant tools and other property of the Contractor and its servants or agents.
- 5.2 The Contractor will indemnify the Employer and keep it indemnified from and against:
- 5.2.1 any claim, liability, damage, loss or expense arising under statute or at common law in respect of injury to or death of any person or damages to any property real or personal including the Works provided that the same arises out of or by reason of the Works and is not due to any act or neglect of the Employer or that of any person for whom the Employer is responsible.

6 Insurances

- 6.1 The Contractor warrants to the Employer that it will:
- 6.1.1 take out and maintain, for the duration of the Contract, policies of insurance to cover the Contractor's liabilities under clauses 5.1 and 5.2 above

- 6.1.2 take out and maintain public liability insurance and employer's liability insurance in respect of any legal liability arising in respect of or as a consequence of the carrying out of the Works and with a limit of indemnity not less than that required by the Contract
- 6.1.3 Where the Contractor has design liability, take out and maintain professional indemnity insurance with a limit of indemnity of not less than the sum set out in the Agreement. The Contractor shall maintain such insurance for such amount during the Works and thereafter for a period of not less than the period set out in the Agreement provided always that such insurance is generally available in the market on commercially reasonable rates and terms]¹⁰
- 6.2 As and when reasonably required to do so, the Contractor shall provide the Employer with reasonable documentary evidence that the insurance required under this clause 6 are in force and being maintained.
- 6.3 Without prejudice to any other rights the Employer may have against the Contractor if the Contractor fails to take out or maintain the required insurances, the Employer may arrange those insurances on the Contractor's behalf on such terms and conditions as the Employer thinks appropriate at the Contractor's cost and recover that cost from the Contractor by way of deduction from payments otherwise due or to become due to the Contractor under the Contract or such amount may be recoverable from the Contractor as a debt.

7 Payment

- 7.1 The Contract Sum shall be paid by [monthly] instalments as set out in the Agreement and the 'due date' for the payment of each such instalment shall be the last working day of each month or the date of receipt of the Contractor's application under clause 7.2 if later.
- 7.2 The Contractor shall on each due date submit an application for payment to the Employer for the Works carried out during the relevant period. Such application shall be the notice of payment and shall state the sum that the Contractor considers to be due to him (the 'notified sum') and the basis on which the sum due has been calculated and shall be supplemented by such other information as may reasonably be necessary to allow Employer to verify the application to its satisfaction.

¹⁰ Delete if Contractor will not be maintaining design responsibility

- 7.3 The final date for payment shall be 30 days from the due date. Subject to clause 7.4, the amount of the payment to be made on or before the final date for payment shall be the notified sum.
- 7.4 Not later than five days before the final date for payment of an amount due pursuant to clause 7.3 the Employer may give one or more written notices to the Contractor which shall specify its intention to pay less than the notified sum, the amount the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated.
- 7.5 Prior to Practical Completion of the Works, the Employer will retain from the Contractor an amount equal to the rate stated in the Agreement of the amount that the Contractor considers to be due from each payment. For a period of 12 months following completion of the Works the amount retained by the Employer from any interim payments to the Contractor shall be 1.5%.
- 7.6 Not later than four months after Practical Completion of the Works the Contractor shall send to the Employer all documents necessary for the purpose of the adjustment of the Contract Sum.
- 7.7 The final payment, being the difference (if any) between the sums due under the Contract and the aggregate of all interim payments including release of retention previously made shall become due not later than 6 months after the Works Completion Date. This final payment shall be paid within 28 days of the date it becomes due.
- 7.8 If the Employer is in default over payments of amounts properly due in respect of the Works, and no pay less notice has been given pursuant to clause 7.4, the Contractor may suspend performance of any or all of the Works. This right is subject to the Contractor first giving the Employer not less than seven days' notice in writing of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Employer makes payment of the amount due.

8 Interest

If either Party fails to make payment in accordance with this Contract the other Party shall be entitled, in addition to any unpaid amount that should properly have been paid, to simple interest on that amount from the final date for payment until the date of actual payment such interest to be calculated at a daily rate of 3% above the Bank of England base rate which is current at the date the payment became overdue. It is agreed that this clause 8 constitutes a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

9 Liability for delay and disruption

- 9.1 If the Contractor fails to complete the Works or any part of them within the required period (or any extended period) the Contractor will pay to the Employer the Liquidated Damages specified in the Agreement.
- 9.2 The Contractor acknowledges and confirms that the amount of liquidated damages payable under this clause is complete and reasonable compensation for the respective losses and damages that will be suffered by the Employer as a consequence of delay in completion of the Works. The Contractor undertakes not to and confirms that it will not argue submit or claim that the amount of liquidated damages is not complete and reasonable compensation nor that its agreement as aforesaid was arrived at by force, duress, coercion, mistake or representation on the part of the Employer.
- 9.3 In the event of termination by the Employer of the Contractor's employment under clause 12 or if this Contract is determined, repudiated or discharged in any other manner due to a default by the Contractor, where the date for completion of the Works (as identified in the Agreement) has passed and Practical Completion has not yet been achieved, liquidated damages will be payable by the Contractor for the period between the date for completion of the Works and the date of termination

10 Termination

- 10.1 The Employer may (without prejudice to any other rights or remedies it may have) terminate the Contractor's employment under this Contract, if:
- 10.1.1 the Contractor fails to proceed regularly and diligently with the Works or is in material breach of its obligations under this Contract, or
- 10.1.2 the Contractor ceases to carry on business or is declared bankrupt or, if the Contractor is a company, goes into liquidation (except for the purpose of solvent amalgamation or reconstruction), administration or receivership, or otherwise becomes insolvent.
- 10.2 In addition to the Employer's right to terminate the Contractor's employment under this Contract, the Employer may at any time give to the Contractor written notice that the employment of the Contractor will determine 28 days after the date of receipt of such notice and the employment of the Contractor shall so determine 28 days after receipt of such notice.
- 10.3 If the Contractor's employment is terminated under clauses 12.1 and 12.2:
- 10.3.1 The Employer may employ and pay a replacement contractor to carry out and complete the Works and to make good any defects, and both

the Employer and such replacement contractor shall be entitled to enter and take possession of the site and the Works to allow them to carry out such works.

10.4 If the Contractor's employment is terminated under clause 12.1:

10.4.1 The Employer shall not be obliged to pay any further sum to the Contractor under this Contract other than any amount that was due to it prior to termination, save where:

- (a) The Employer has given its intention to pay less than the sum stated as due; or;
- (b) If the Contractor has, after the last date upon which the Employer could have given notice in respect of the sum due, ceases to carry on business or is declared bankrupt or, if the Contractor is a company, goes into liquidation (except for the purpose of solvent amalgamation or reconstruction), administration or receivership, or otherwise becomes insolvent.

10.5 If the Contractor's employment is terminated under clause 12.1:

10.5.1 The Employer shall only be obliged to pay the amount that was due to the Contractor prior to termination.

10.6 In the event of termination under either clause 12.1 or 12.2 the Employer shall have no liability to the Contractor in respect of any amount due in respect of loss of profit, opportunity, contract or loss of any nature whatsoever.

11 FORCE MAJEURE

11.1 If either Party fails to carry out its respective obligations under this Agreement as a result of force majeure whichever Party is affected shall not be liable under this Agreement for such failure provided that the :

11.1.1 affected Party shall have given the other notice to the Other Party that such failure is the result of force majeure within 10 Working Days of such failure occurring.

11.1.2 If an event of force majeure occurs the Parties shall meet to discuss how best the Support Services can continue to be provided until the

force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.

11.2 In this clause 'force majeure' means:

11.2.1 acts of war;

11.2.2 acts of God;

11.2.3 decrees of Government;

11.2.4 riots;

11.2.5 civil commotion; and

11.2.6 any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.

11.2.7 nationally declared Pandemic or Epidemic.

11.3 For the avoidance of doubt 'force majeure' shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Support Services by any of the Service Provider's sub-contractors.

12 Dispute resolution

12.1 Without prejudice to clause 12.2, if either the Employer or the Contractor disagrees with any action of the other which could result in a dispute or difference arising between them, the Parties agree first to try in good faith to settle the disagreement by negotiation before invoking adjudication or any other dispute resolution procedure.

12.2 Where the Housing Grants Construction and Regeneration Act 1996 (as amended) applies to the Contract, the Parties may, at any time, refer any dispute to adjudication which shall be carried out in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998, SI 1998/649 (as amended) and the adjudicator shall on the application of the Party who is referring the dispute or difference, be an individual to be nominated by the Nominating Body.

13 Notices

13.1 Any notice or communication given or made in accordance with this Contract (a 'Notice') shall be in writing and shall (save as otherwise agreed) be deemed to be properly given if delivered in accordance with clause 13.2 to the

addresses of the Parties shown in this Contract, or such other address as either Party may from time to time notify to the other in writing.

- 13.2 A notice may be delivered by hand or sent by pre-paid first-class mail. A notice delivered by hand shall be deemed to have been received when delivered. A notice sent by mail shall be deemed to have been received two working days after posting, provided that it is not returned through the post office undelivered.

14 Copyright

- 14.1 The Contractor shall grant to the Employer an irrevocable royalty free non exclusive licence to copy and use any or all of the Documents and to reproduce the designs and content of them for any purpose connected with the Project including, but without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement refurbishment and repair of the Project. Such licence shall enable the Employer to copy and use the Documents for an extension of the Project.
- 14.2 The licence shall carry the right to grant sub licences and shall be transferrable to third parties and shall subsist notwithstanding the determination (for any reason) of this Contract.
- 14.3 Insofar as the Contractor is the author (as defined in the Copyright, Designs and Patents Act 1988) of such design works, the Contractor waives any moral rights which it might otherwise be deemed to possess under Chapter IV of that act in respect of them.
- 14.4 The Contractor warrants that the Documents are either the Contractor's own original work or that their use in connection with the Project and/or the completed Project will not infringe the rights of any third Party
- 14.5 The Contractor shall within 14 days of the Employer's request provide a complete set of copies (including electronic copies where available) of the Documents to the Employer without charge.

15 Health and Safety

- 15.1 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 insofar as they apply to the provision of the Works.

16 Freedom of information

- 16.1 The Contractor recognises that the Employer is subject to legal duties which may require the release of information under FOIA or any Other Information Law and that the Employer may be under an obligation to provide information

on request. Such information may include matters relating to, arising out of or under, this Contract in any way.

- 16.2 Notwithstanding anything in this Contract to the contrary, in the event that the Employer receives a request for information under the FOIA or any Other Information Law, the Employer shall be entitled to disclose all information and documentation (in whatever form) as is necessary to respond to that request in accordance with the FOIA or Other Information Law, save that in relation to any such information that the Employer believes is Exempt Information, the Employer shall use reasonable endeavours to consult the Contractor as soon as practicable after receipt of such a request and shall not:

16.2.1 confirm or deny that the information in question is held by the Employer;

16.2.2 disclose the information requested,

16.2.3 to the extent that in the Employer's opinion (having taken into account the views of the Contractor) that exemption is or may be applicable in accordance with the relevant section of FOIA in the circumstances to all or any of the information requested.

- 16.3 Where the Employer consults with the Contractor in accordance with Clause 19.6.2 above, the Contractor shall make its written representations as to whether it believes the information falls within an exemption under the FOIA to the Employer within 14 days of receiving the Employer's request for consultation.

- 16.4 The Contractor shall indemnify the Employer for any costs that the Employer incurs, including but not limited to external legal costs, in seeking to maintain the withholding of information arising out of or under the Contract in any way that the Contractor wishes it to withhold, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure.

- 16.5 In any event the Employer shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempt Information or other information relating to this Contract under FOIA or Other Information Law.

- 16.6 The Contractor will at all times assist the Employer to enable the Employer to comply fully with its obligation under FOIA governing access to information or Other Information Law or related guidelines or codes of practice. In particular it acknowledges that the Employer is entitled to any and all

information relating to or arising in the course of the performance of this Contract. In the event that the Employer receives a request for information under the FOIA or Other Information Law, and requires the Contractor's assistance in obtaining all or any such information, the Contractor will respond to any such request for assistance at its own cost and promptly and in any event within 10 days of receiving the Employer's request (or other reasonable time period specified by the Employer when making the request).

16.7 Other than as set out above the Employer shall have no obligation to consult the Contractor where any request for information, whether under the FOIA or otherwise, touches or concerns the Contract.

16.8 In no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Employer.

17 Assignment and subletting

The Contractor shall not assign or sublet the whole or any part of the Contract without the Employer's written consent. Where the Employer consents to the subletting of the whole or any part of the Works such consent will be without prejudice to the Contractor's continuing obligation to carry out and complete the Works. The Contractor shall ensure that the sublet Works are and continue to be performed at all times in accordance with the requirements of the Contract.

18 Contracts (Rights of Third Parties) Act 1999

18.1 Unless expressly granted pursuant to clause **Error! Reference source not found.** of this Contract, nothing in this Contract confers or purports to confer on any third Party any benefit or right to enforce any term of the Contract which would not have existed but for the Contracts (Rights of Third Parties) Act 1999.

19 Law and Jurisdiction

19.1 This Agreement shall:

19.1.1 be governed by and shall be construed in accordance with English law;
and

19.1.2 be subject to the exclusive jurisdiction of the Courts of England and Wales, to which both Parties shall submit.

In witness whereof this Contract has been signed on the day and year first before written

Signed by

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

Director

Signature:

Name:

Date:

[CONTRACTOR]

Director

Signature: *Oliver Ware*

Name: Oliver Ware

Date: 02/10/2025

Director/CoSec

Signature: *Sam Fuller*

Name: Sam Fuller

Date: 02/10/2025

SCHEDULE 1
SPECIFICATION OF WORKS

SCHEDULE 2

[PRICE and PAYMENT]

SCHEDULE 3
PARTIES CONTRACT MANAGERS/REPRESENTATIVES

SCHEDULE 4
EMPLOYER'S RFQ AND CONTRACTOR'S TENDER SUBMISSION