



FORM OF AGREEMENT

Incorporating the National Federation of Demolition Contractors Contract

(2025 Edition)

between

BRISTOL CITY COUNCIL

and

Weaver Demolition

**SCHEDULE OF CONTRACT PARTICULARS AND AMENDMENTS
referred to in Article 1A**

for

The Demolition of Garages

at

**Turner Gardens, Lockleaze,
Bristol, BS7 9YD**

and

Rowland Gardens, Lockleaze, Bristol, BS7 9UH

Tim O’Gara
Director of Legal and Democratic Services
Bristol City Council
City Hall
College Green
Bristol BS1 5TR
(12567728)

THIS AGREEMENT is made the 3rd day of November 2025

PARTIES:

1. **BRISTOL CITY COUNCIL** whose offices are located at City Hall, College Green, Bristol BS1 5TR (the "**Employer**"); and
2. **Weaver Demolition** which is a company incorporated in and in accordance with the laws of England and Wales (Company No.**09434**) whose registered office address is at **[Farrington Fields, Farrington Gurney, Bristol, Avon, BS39 6UU]** (the "**Contractor**")

BACKGROUND

- (A) The Employer invited submission from appropriately qualified organisation for the demolition of garages and associated works at Turner Gardens Lockleaze, Bristol BS7 9YD and Rowland Gardens, Lockleaze, Bristol, BS7 9HU
- (B) On the basis of the Contractors tender submitted the Employer selected the Contractor to carry out those works;
- (C) The Contractor has agreed to enter into this Agreement with the Employer for the provision of those works (the "**Works**");

IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

In this Deed of Agreement (including the Recitals) words and expressions have the meanings given to them in the Conditions referred to below.

2. Contract Documents

- 2.1 The following documents form part of this Deed of Agreement:
 - 2.1.1 the NFDC Form of Direct Contract 2023 Edition (draft copy attached at Annexure 4) including the Contract Data, amendments set out in Schedule 1 to this Agreement ("the conditions") and Annexures.

3. Agreement

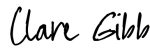
- 3.1 The Contractor agrees to carry out the works for the Employer in accordance with the provisions of this Agreement
- 3.2 The Employer will pay to the Contractor the amounts due under and in accordance with the provisions of this Deed of Agreement.
- 3.3 This Deed of Agreement shall include all the terms of the Agreement between the Employer and the Contractor

4. Priority of Documents

- 4.1 If there is any ambiguity or inconsistency in or between the documents comprising this Deed of Agreement, the priority of the documents is in accordance with the following sequence:
 - 4.1.1 this Agreement
 - 4.1.2 Schedule 1 to this Agreement

In witness whereof the parties hereto have caused their respective signatures to be hereunto affixed the day and year first above written

Signed for and on behalf of the City Council
of Bristol

Signed by:

E2D4689719EC42C...
(Authorised Signatory)

Printed Name

Clare Gibb
.....

Signed for and on behalf of the Contractor
by:-

Signed by:

6722E1640A0F4BE...
.....

Printed name

Dorian Smith
.....

Witnessed by

.....

Printed name

.....

SCHEDULE 1

SCHEDULE OF CONTRACT PARTICULARS AND AMENDMENTS

for

The Demolition of Garages

at

**Turner Gardens, Lockleaze,
Bristol, BS7 9YD**

and

Rowland Gardens, Lockleaze, Bristol, BS7 9UH

Schedule of Contract Particulars and Amendments

Required to the

National Federation of Demolition Contractors form of Direct Contract

2023 Edition

Articles of Agreement

Clause etc	Subject	Action required
New article 1A	Schedule of Amendments	Article 1A is to be written in the Articles of Agreement The Parties have agreed to amend this Agreement and the Conditions as specified in a Schedule of Contract Particulars and Amendments which is attached to and deemed incorporated into this Contract.
1		Documents referred to - NFDC 2023 Edition, contract incorporating this Schedule of amendments and particulars. - 250603 Turner & Rowlandson Gardens Demo Brief FINAL V2 (Demolition Brief & Schedule of Works). - Appendix 1.1 - Site A Turner Gardens Site Plan - Appendix 1.2 - Site B Rowlandson Gardens Site Plan - Appendix 1.3 – Site B Rowlandson Gardens Neighbouring Boundary Plan - Appendix 1.4 - Historic Utility Plans 2019 - Appendix 2.1 – Turner Gardens Preliminary Ecological Assessment, Alar Ecology Ltd (2021) - Appendix 2.2 – Turner Gardens Bat & Reptile Assessment, Noctua Ecology (2022) - Appendix 2.3 – Rowlandson Gardens Construction Environmental Management Plan, Ethos (2024) - Appendix 2.4 - Turner Gardens Asbestos Survey, CASA (2024) - Appendix 2.5 - Rowlandson Gardens Asbestos Survey, CASA (2024) - Appendix 2.6 - Turner Gardens Arboriculture Report (2022) - Appendix 2.7 - Rowlandson Gardens Tree Plan, Hillside (2022) - Appendix 2.8 – UXO Reports (2024)

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2	Contract Sum	£93,470
3	Employer's Representative	Tim Huntley, The Contract Administrator
4	Site of the Works	Garages located at Turner Gardens Lockleaze, Bristol BS7 9YD and Garages located at Rowland Gardens, Lockleaze, Bristol, BS7 9HU
5	Date of Possession of Site	TBC but anticipated Tuesday 6th October 2025 for Possession of Site at Turner Gardens Lockleaze, Bristol BS7 9YD and Rowland Gardens, Lockleaze, Bristol, BS7 9HU
6	Date of Completion of Works	Tuesday 31st March 2026 for Completion of Works at Turner Gardens Lockleaze, Bristol BS7 9YD and Rowland Gardens, Lockleaze, Bristol, BS7 9HU
7 (1)	Liquidated and Ascertained Damages	£963 per week or part thereof date for Turner Gardens Lockleaze, Bristol BS7 9YD and for Rowland Gardens, Lockleaze, Bristol, BS7 9HU. In the 3 rd line, insert a comma after the words "Practically Completed", and delete the words "...up to a maximum value of £....."
7 (2)	Bonus	Deleted. No bonus is payable under this Agreement
8	Insurances – Clause 8 (1)- Contractor's insurances	Insert the following values : Clause 11(a)(i) Employers Liability - £ 10 million.(min) Applies (ii) (Public Liability) - £ 5 million (min) Applies Clause 12 Insurance (Damage to Property) - £ 5 million (min) (min) Applies
8	Insurances – Clause 8(2)	The Employer shall NOT insure any risks to the works or structures, property and things set out and described in Clause 13.
9	Retention pursuant to Clause 25(b)	Delete the words "...Shall not" after "Contract Sum"
10	Rate of Interest	The rate of interest shall be 2 % above base rate of Barclays Bank plc.

Attestation / Execution on page 3 of this Agreement

1. Definitions	Action required
“Practically Completed”	Delete all words after “....subject only” and insert “clearance of the Contractor’s Plant and equipment and any site boundary fencing, signage and the like, from the site”.
“The Contract”	After the words “...these conditions” insert “as amended by the Schedule of Contract Particulars and Amendments referred to in Article 1A for demolition of garages and associated works at Turner Gardens Lockleaze, Bristol BS7 9YD and Rowland Gardens, Lockleaze, Bristol, BS7 9HU.

2. General Provisions	
2 (b).	In the final sentence of this provision, after the words “the conditions of Contract” insert the words...“as amended by the Schedule of Contract Particulars and Amendments referred to in Article 1A for “the demolition of garages and associated works at Turner Gardens Lockleaze, Bristol BS7 9YD and Rowland Gardens, Lockleaze, Bristol, BS7 9HU” shall prevail”

Clause etc	
3. Execution of the Works	
	3 (a) No amendments required. 3 (b)(i) No amendments required. 3 (b)(ii) No amendment required 3 (c) Delete the word “all” from between the words “use” and “reasonable” in the first line. Delete the words “all” from the words “of” and “Public Service” in the first line.

	Insert the words “known or suspected” between the words “of” and “Public” in the first line. 3 (d) In the first line, after the word “Employer” insert the words “upon presentation of invoices, receipts or other documentary evidence,” 3 (e) Omit the words “The Employer shall co-operate fully with the Contractor” from the first line and insert “The Employer and Contractor shall co-operate fully with each other”
4. Progress of the Works, Extensions of Time, Loss and Expense	4 (a) Insert after “Contract” in line 2 “or where the Employer consents” 4 (b) No amendments required. 4 (c) In the fifth line after the words “...prevent delay” insert the words “howsoever caused” 4 (d) No amendments required. 4 (e) No amendments required. 4 (f) No amendments required.
5. Variations and Provisional Sums	5 (a) Delete the whole of the second sentence in this clause (beginning “Provided that no such variation...”)

	5 (b) No amendments required. 5 (c) No amendment required 5 (d) No amendments required. 5 (e) Delete this sub-clause entirely and substitute “Where additional time is reasonably required to complete the Works because of alteration, amendment, omission, addition or variation, the award of additional time and fixing of a new Date for Completion, shall be calculated by the Employer in accordance with the provisions of clause 4 (c) of this Agreement.
6. Sub-letting	6 (a) Insert the word “not” between “shall” and “be” in the first line of this sub-clause and after the words “...the Works” at the end of the first line, insert a comma and the words “without the express consent of the Employer (which shall not be unreasonably withheld or delayed), ”. and delete the word “sole” at the beginning of the second line.
7. Fair wages and Construction Industry Scheme (CIS)	No amendments required.
8. Legislation and Codes of Practice	(a) No amendments required. (b) No amendments required. (c) No amendments required.

9. Local and other Authorities Notices and Fees	Delete clause (a) and insert new clause (a) “The Employer warrants at his own expense that:” Delete sub-clause (i) insert the following new sub-clause (i) “He has given notices necessary to comply with the requirements of the Building Regulations Section 81 and will give notice necessary to discharge planning pre commencement conditions. He delegates responsibility to the contractor to give all notices necessary to comply with the requirements of any applicable EU Regulations, or Directives; Acts of Parliament; Regulations and/or Bye-Law of any Local Authority; National or Public Service Utility Company or Authority; affected by the Works, or from whose system any installation on the site will be discharged and in particular, that the Contractor should obtain every licence permission or authority required for the execution of the Works, and that the Contractor will pay for the fees or charges payable by law under such Acts, Regulations, Directives and/or Bye-Laws in respect of the Works, or any disconnections as aforesaid or will reimburse the Contractor at cost any reasonable amounts incurred by the Contractor unless provisions for such amount was expressly included in the Contract Sum.” Delete clause sub-clause (ii) and insert the following new sub-clause (ii) “Without prejudice to the generality of the foregoing the Employer will reimburse the Contractor at costs any reasonable amounts incurred in obtaining the consents and accesses. Unless provision for search was expressly included in the Contract Sum.” Add new clause as (b) the following: “Save as otherwise expressly provided, the obligations of the Employer under this Agreement are obligations of the Employer in its capacity as a contracting counterparty and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Employer in any other capacity, nor shall the exercise by the Employer of its duties and powers in any other capacity lead to any

	liability under this Agreement (howsoever arising) on the part of the Employer to the Contractor.”
10. Protection, Completion of the Works and Handing back the Site	(a) No amendments required. (b) No amendments required. (c)(i) No amendments required. (c)(ii) No amendments required. (d) Delete this sub-clause.
11. Contractor’s third party liability indemnity and insurance	(a)(i) No amendments required. (a)(ii) Delete the words “not due to any act or neglect of the Employer or of any person for whom the Employer is responsible.” (b) No amendments required. (c)(i) (c)(ii) (c)(iii) These clauses to be deleted entirely. (d)(i) and (ii) No amendments required. (e) No amendments required.

12. Damage to surrounding Property – joint names insurance	(a)(i) and (a)(ii) No amendments required. (a)(iii) After the words “...manner of its execution” add the words “and which the Contractor has brought to the attention, and upon which he has obtained the instructions of the Employer.” (iv) No amendments required.
13. Loss and Damage to Works (including original structure) and materials	(a)(i) Before the words “The Works” in the first line, insert the words “Except where the loss and damage referred to in this clause is caused either directly or indirectly by the acts or omissions or negligence of the Contractor.” (a)(ii) No amendments required. (a)(iii) No amendments required. (b) No amendments required. (c) No amendments required. (d) No amendments required.
14. Trespass and Nuisance	(a) No amendments required. (b) No amendments required.

15. Hazardous materials, contaminated materials or contaminated substances	(a) In the second line, insert the words “known or suspected” between “any” and “Hazardous”. In the fourth line, insert the words ““known or suspected” between “such” and “Hazardous”. Delete the words “invasive or destructive” in the third line. (b) No amendments required. (c) No amendments required. (d) No amendments required. (e) In the last line, after the words “....removal and disposal of the substance.” Delete the final full stop and replace with a comma, and add the words “....and provide written evidence in the form of certificate or other official document, that the substance has been properly disposed of at a permitted location or waste handling facility.”
16. Contingencies	No amendments required.
17. Ownership of Materials recovered	(a)(i) No amendments required. (a)(ii) No amendments required. (a)(iii) No amendments required.

	(b) No amendments required. (c) No amendments required.
18. Facilities for other works	Delete the words “....without liability for the safety of such persons;”
19. Protection of footpaths	No amendment required.
20. Precautions against fire risks	(i) No amendment required. (ii) No amendment required.
21. Damage to Plant and Material	Insert the words “Deliberately and / or recklessly” between the words “unless” and “caused” in the second line. (i) No amendment required. (ii) No amendment required. (iii) Delete this sub-clause.
22. Damage to Adjoining Property	No amendment required.
23. Provision of Storage Facilities	No amendment required.

24. Vesting of Materials	No amendment required.
25. Payment	(a)(i) After "...due date for payment shall be" in the second and third lines, delete the number "5" and insert "7". After"....the final date for payment shall be" delete the number "10" and insert "30". (a)(ii) No amendment required. (a)(iii) No amendment required. (a)(iv) No amendment required. (a)(v) No amendment required. (a)(vi) No amendment required. (b) Between the words "hereof" and "per Cent" in the second line, delete the word "three" and insert "five". Delete the words "and be held on Trust by the Employer for the Contractor". (c) No amendment required. (d)(i) No amendment required.

	(d)(ii) No amendment required. (e)(i) No amendment required. (e)(ii) No amendment required. (f) No amendment required.
26. Release of Retention money and Final Account	(a) In the first line delete the words “fourteen days” and insert the words “30 days” (b)(i) to (b)(vi) No amendment required. (c) In the first line delete the number “14” and insert the number “30” (d) No amendment required.
27. Determination by the Employer	(a)(i) No amendment required. (a)(ii) No amendment required. (a)(iii) Insert the words “or any part thereof” after the word “Contract” (b) No amendment required.

	(c)(i) and (c)(ii) No amendment required. (d) No amendment required.
28. Determination by the Contractor	(a) No amendment required. (b) No amendment required. (c)(i) No amendment required. (c)(ii)(a) to (c)(ii)(g) No amendment required. (c)(iii) No amendment required.
29. Other Rights and Reinstatement	(a) and (b) No amendment required.
30. Adjudication	No amendment required
31. Arbitration	Delete clause 31 entirely – arbitration is NOT a dispute resolution method under this agreement
32. Legal proceedings	Third line, insert full stop after “Contract” and delete all remaining words starting with “except when the Contract...”

33. Service of Notices	(a) No amendment required (b) No amendment required (c) No amendment required
34. Fluctuations	No amendment required.
35. Signage and Accreditation	Insert the words “at the discretion of the Employer” between the words “entitled” and “to” in the first line of the clause. After the words “any way that is reasonably conspicuous” insert the words “and that the Employer considers to be appropriate and proportionate to the nature and location of the site and the duration of the works. After the words “retained by the Employer.” Delete the full stop, add a comma and insert the words “provided that the Contractor does not imply, or use words from which it could be inferred, that the Employer endorses or recommends the Contractor in any way.
36. Copyright	No amendment required
37. Law of Contract	(i) After the words “English law, delete the full stop, insert a comma and add the words “and shall be subject to the exclusive jurisdiction of the English Courts”. (ii) Delete this sub-clause

	(iii) Delete this sub-clause
38. Contracts (Rights of Third Parties) Act 1999	No amendments required.
39. Severance	No amendments required.
40. No Partnership	No amendments required.
41. Variation	No amendments required.
42. Assignment	(a) Insert the word “not” between “may” and “assign” (b) After the word “Contract” delete the full stop and add the words “without the written consent of the Employer, which consent shall not be unreasonably withheld or delayed”.
43. Confidentiality	After the words “Contractor’s business” delete the full stop, add a comma and insert the words “subject to the absolute precedence of the Employer’s duty of disclosure pursuant to the Freedom of Information Act 2000”.
44. Entire Agreement	No amendments required.
New Clause 45. Blacklist	45 (a). Without prejudice to any other right or remedy it may possess, the Employer may terminate the Contractor’s employment under this Contract by written notice with immediate effect if on or after the commencement of the Works there is any finding, by a court, tribunal or other public body exercising similar functions, against the Contractor regarding the use or compilation of a Blacklist by or on behalf of the Contractor, except in situations where the finding

	exclusively relates to activity that took place before the commencement of the Works and the Contractor can demonstrate to the Employer's reasonable satisfaction that at and from the commencement of the Works Blacklists have no longer been used or compiled by or on behalf of the Contractor.
New Clause 46. Social Value and Sustainability	46 (a). The Contractor shall comply with the Social Value and Sustainability obligations set out in Annexure 1.
New Clause 47. Agency	47 (a). Neither the Contractor nor its employees shall in any circumstances hold themselves as being the servant, or agent of the Employer, other than in circumstances expressly permitted by this Agreement and the Conditions. 47 (b). Neither the Contractor nor its employees shall in any circumstances hold themselves as being authorised to enter into any contract on behalf of the Employer, or in any other way to bind the Employer to the performance variation, release or discharge of any obligation. 47 (c). Neither the Contractor nor its employees shall in any circumstances hold themselves as having the power to make, vary, discharge or waive any byelaw or regulation of any kind.
New Clause 48. Freedom of Information Act 2000	48 (a). The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations. The Contractor cooperates with and assists the Employer so as to enable the Employer to comply with its information disclosure obligations. In this Article:

	• “Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations; • “FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation; • “Information” has the meaning given under section 84 of the Freedom of Information Act 2000; and • “Request for Information” means a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations. (i). The Contractor: (a) transfers to the Employer all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information; (b) provides the Employer with a copy of all Information in its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer’s request; (c) provides all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and (d) procures that its sub-contractors do likewise.
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	(i). The Contractor: (ii). The Employer is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations. (iii). The Contractor does not respond directly to a Request for Information unless authorised to do so by the Employer. (iv). The Contractor acknowledges that the Employer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted. (v). The Contractor ensures that all Information is retained for disclosure throughout the period for retention and permits the Employer to inspect such records as and when reasonably requested from time to time.
New Clause 49. Data Protection	49 (a). The Contractor in connection with the provision of this Contract and the performance of its obligations under this Contract complies with the Data Protection Act 2018 and the requirements of the UK GDPR. 49 (b). Where processing personal data (as defined in the Data Protection Act 2018) received from the Employer, the Contractor acts only on the Employer's instructions and takes all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Contractor provides to the Employer such information as the Employer may reasonably require to satisfy itself that the Contractor is complying with its obligations. 49 (c). The Contractor exercises its best endeavours to ensure the accuracy of any personal data processed in carrying out its obligations under this Contract and that where necessary such personal data is kept up to date.

	49 (d). At no cost to the Employer the Contractor takes such steps as may be necessary to afford the Employer access to personal data which is reasonably required by the Employer for any purpose connected with this Contract.
New Clause 50. Anti-bribery provisions	50(a). In this Clause 50 Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; Contractor Party: means the Contractor's agents and contractors, including each sub-contractor; Contractor Personnel: means all employees, agents, consultants and contractors of the Contractor or of any sub-contractor; and Prohibited Act: means the following constitute Prohibited Acts: to directly or indirectly offer, promise or give any person working for or engaged by the Employer a financial or other advantage to: • induce that person to perform improperly a relevant function or activity; or • reward that person for improper performance of a relevant function or activity; or • to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; committing any offence: • under the Bribery Act; • under legislation creating offences concerning fraudulent acts; • at common law concerning fraudulent acts relating to this

	contract or any other contract with the Employer; or defrauding, attempting to defraud or conspiring to defraud the Employer. 50(b). The Contractor: (a) will not, and will procure that the Contractor Party and the Contractor Personnel will not, in connection with this Contract commit a Prohibited Act; (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Agreement. 50(c). The Contractor shall, if requested, provide the Employer with any reasonable assistance, at the Employer's reasonable cost, to enable the Employer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act; 50(d). If any breach of Article 13(ii) is suspected or known, the Contractor must notify the Employer immediately. If the Contractor notifies the Employer that it suspects or knows that there may be a breach of Article 13(ii), the Contractor must respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit books, records and any other relevant documentation. This obligation shall continue for 12 years following the expiry or termination of this Agreement. 50(e). The Employer may terminate the Contractor's employment under this Contract by written notice with immediate effect if the Contractor is in breach of its obligations under this Article 13.

New Clause 51. Audit	51(a). The Contractor will keep and maintain until twelve (12) years after the date of this Agreement, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including: (i) the goods, works and services provided under it; (ii) all expenditure reimbursed by the Employer; and (iii) all payments made by the Employer. 51(b). The Contractor will on request afford the Employer or the Employer's representatives access to such records as may be required in connection with this Agreement.
New Clause 52. Compliance with Anti-Slavery and Human Trafficking Laws and Policies	52(a). In performing its obligations under the agreement, the Contractor shall: 1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and 2. have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and 3. not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and 4. require that any subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
New Clause 53.	53(a). The Contractor hereby agrees to comply with the Equalities Act 2010 and shall not practice any form of

Equal Opportunities	discrimination on the grounds of colour, race, ethnic or national origins. (i) The Contractor shall demonstrate to the Employer that it has a policy to comply with its statutory obligations under all legislation relating to discrimination and equalities and, accordingly, will not treat any individual or group of people less favourably than others because of their age, any disability, gender (including transgender issues), sexual orientation, race, (including nationality, cultural or ethnic background) religion or belief in relation to decisions to recruit, train or promote its employees. (ii) If there should be any findings of unlawful discrimination made against the Contractor by any court or industrial tribunal, or an adverse finding in any formal investigation by any Equalities Commission, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination. The Contractor shall also notify the Employer immediately in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor under any equalities legislation and keep the Employer informed of the details of any such investigation or proceedings as they develop. (iii) The Contractor shall on request provide the Employer with details of any steps taken under Article 17(iii). (iv) The Contractor shall observe as far as possible any relevant code of practice issued by any Equalities Commission from time to time and provide the Employer with such information as it may reasonably require to assess the Contractor's compliance with such Code. (v) The Employer as a local authority is under the following additional duties in carrying out its functions. When carrying out the Works and other activities under this Contract the Contractor shall co-operate with the Employer in any way the Employer may require to enable the Employer to fulfil its duties under any relevant legislation.
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	(vi) The Contractor shall provide to the Employer, on request, statistics relating to the composition of its workforce. 53(b). The Contractor shall ensure that any sub-contractor it appoints complies with Article 17.
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Annexure 1 – Social Value and Health and Sustainability

1. Definitions and Interpretation

1.1. In this Annexure:

- 1.1.1. references to Paragraphs are references to Paragraphs of this Annexure unless stated otherwise and/or the context indicates otherwise;
- 1.1.2. for the avoidance of doubt, no interest shall be due on any sums paid or repaid by the Council to the Provider pursuant to this Annexure;
- 1.1.3. if any provision of this Annexure conflict with any other provisions of this Contract, the other provisions of this Contract shall take precedence over the provisions of this Schedule; and
- 1.1.4. the following terms shall have the following meanings:

Achieved SV	the Unit(s) of SV Measure delivered by the end of the Contract Year.
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Commencement Date	the date on which this Contract is stated to commence under the main terms and conditions of this Contract.
Contract	the contractual agreement to which this Schedule is appended.
Contract Year	means each 12-month period of the Contract commencing on the Commencement Date and followed immediately by any other relevant anniversary of the Commencement Date.
Council	Bristol City Council.
Extension	any extension to the Initial Term.
Health and Sustainability Requirements	the health and sustainability requirements set out in Part 2 of this Annexure.
Initial Term	as defined in the main body of the Contract or where not so defined the term of the Contract as set out in the main body of the Contract without any extensions to that term.
ITT	the invitation to tender (or equivalent) issued by the Council to bidders to invite them to tender for this Contract.
Obligated Goods/Works/Services	any goods, works and/or services the Provider is obliged to provide or ensure are provided under this Contract (and for the avoidance of doubt, services shall include the operation of a concession).
Payments Due	means 100% (one hundred percent) of the total value of the payments (price / charges / fees, etc) due to the Provider under this Contract for the Obligated Goods/Works/Services, which, for the avoidance of doubt, may be zero.
Pay Less Notice	means a notice to pay less than the amount due as further defined and/or detailed in the Contract and/or otherwise provided in accordance the

	Housing Grants, Construction and Regeneration Act 1996 (Construction Act 1996).
Performance Targets	the minimum Unit(s) that the Provider must deliver for each individual SV Measure during the course of a Contract Year. Where the Initial Term is less than 24 months the Provider must deliver all Unit(s) of each individual SV Measure by the end of the Initial Term. Where the Initial Term is 24 months or more the Provider must deliver all Unit(s) of each individual SV measure by the end of the last whole Contract Year of the Initial Term (for example all SV commitments for a 30-month contract must be delivered by the end of the first 24 months). Where the duration of the Initial Term of the contract is 24 months or more, the targets for each individual Contract Year are calculated as follows: - Initial Contract Years (excluding the final whole Contract year): targets are calculated by taking the total number of Unit(s) of each individual SV measure committed for the Initial Term of the Contract and dividing that number by the number of whole years in the Initial Term of the Contract and then rounding the result down to the nearest number of whole Units for each SV measure. - Final Contract year: For the final whole Contract Year the targets for each individual SV measure are calculated by taking the total number of Unit(s) of each individual SV measure committed for the Initial Term of the Contract and subtracting the targets for each initial Contract Year calculated as per (a) above.
Provider	the party contractually liable for providing the majority of goods/works/services (services shall include the operation of a concession) under this Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the next largest amount of

	goods/works/services under this Contract after the Council).
Quarter	each 3-month period of the Term (the first quarter commencing on the Commencement Date).
SV Deduction	means the financial sum that the Council has a right to deduct annually from the Payment Due. Such amount calculated in accordance with Annexure 2 and being the amount that the Provider agrees represents the reasonable costs to the Council of providing the relevant Unit(s) of SV Measure(s).
SV Measures	as the context requires, the social value measures (including the Health and Sustainability Requirements) the Provider: 5. a) committed to providing in its Tender and/or 6. b) is obliged to provide under this Contract (including any further SV Measures and, if agreed to by the Council in writing in advance, any alternative social value measures of the same nominal value as social value measures that were tendered).
7. Tender	8. the tender submitted by the Provider in response to the ITT, including any submissions in respect of social value and health and sustainability taking into account the Health and Sustainability Requirements.
9. Term	as defined in the main body of the Contract or where not so defined the period of the Initial Term as may be varied by: a) any extension; b) the earlier termination of this Contract in accordance with its terms; and
Unit(s)	the quantity, sum, volume, amount, level or other form of matrix of SV Measures as detailed in Annexure 2.

Year	means the 12-month period commencing on the Commencement Date and “ Year ” followed immediately by any other numeral has a corresponding meaning but by reference to the relevant anniversary of the Commencement Date.
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Part 1 – Social Value Performance Measures

2. Performance Targets and Management

- 2.1. The Provider has committed to delivering one or more Units for each of the SV Measures
- 2.2. The Provider is required to deliver minimum Unit(s) for each individual SV Measure (Performance Target) by the end of each Contract Year.
- 2.3. The Provider shall provide the Council with a report which shall detail the Achieved SV against the Performance Target. The Provider shall provide the Council with any other information and assistance required to enable the Council to value, measure, monitor and report on whether the Provider has provided the SV Measures, including providing all data reasonably required for the Council to be able to assess whether the Performance Targets have been met.
- 2.4. The report and information required in clause 2.3 above must be provided in a format prescribed by the Council against each individual SV Measure and provided within 2 weeks of the end of every Quarter of this Contract or as otherwise set out in the reporting schedule agreed with the contract administrator/service manager/Project manager/contract manager. The information must be provided throughout the contract Term and must be sent to the contract administrator/service manager/project manager/contract manager, or any other officer appointed on behalf of the Council to manage the Contract.
- 2.5. If by the end of each Contract Year the Achieved SV is less than the requisite Performance Target for that individual SV Measure, the Council shall have the right to make a SV Deduction by withholding and retaining an amount from the Payment Due to the Provider.
- 2.6. The amount of SV Deduction that the Council has a right to withhold and retain pursuant to clause 2.5 above shall be calculated in accordance Annexure 2 and deducted on the last month of each Contract Year.
- 2.7. Where the Contract is subject to an Extension the Performance Target will be calculated based on the value of the extension and pro-rated and then rounded down to nearest number of whole Units (s) for each individual SV Measure based on targets committed to at tender stage for the Initial Term.
- 2.8. If the Achieved SV is more than the Performance Target for a particular Contract Year, the Provider shall be entitled to carry over those additional Unit(s) to the following year.
- 2.9. Regardless of any other provision of this Contract, if the Provider does not comply with its obligations under Part 1 of this Annexure, the Provider shall be deemed to not have provided any SV Measures in respect of the Contract Year(s) to which the non-compliance relates for the purposes of determining compliance with this Annexure.

- 2.10. If for any reason(s), the Council decides to appoint another party to value, measure, monitor and report on whether the Provider has provided the SV Measures (**Alternative Evaluator**), the references to 'Council' shall be read as references to 'the Alternative Evaluator'.
- 2.11. If there is any disagreement as to whether the Provider's obligations under this Annexure have been met the disagreement shall be subject to the dispute resolution provisions included in this Contract.

3. SV Deductions and Payments

- 3.1. Where the Provider fails to deliver the Performance Target in any Contract Year, an SV Deduction will be made which shall be calculated in accordance with Annexure 2.
- 3.2. Notwithstanding any other terms of this Contract, for the duration of the term of this Contract the parties agree that if Provider has failed to Achieve SV, the Council shall have the right to withhold and retain for its own benefit all of the SV Deductions that have been deducted.
- 3.3. If the SV Deduction is greater than the Payments Due, the Provider shall pay to the Council the difference between the Payments Due and the SV Deduction (the "**Difference Payment**") within 7 days of receiving a notification to this effect from Council.

4. Construction Contracts - Application for Payment and Payment Notices

- 4.1. Where clause 3 above applies, and this Contract is governed by a JCT or NEC Contract or where The Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649) and section 111 of the Housing Grants, Construction and Regeneration Act 1996 (Construction Act 1996), as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009 (LDEDCA Act 2009) applies to the Contract the Council as Client or Employer (as defined in the Contract) shall issue a Pay Less Notice for the SV Deduction in accordance with this Contract.
- 4.2. For the avoidance of doubt, the SV Deduction shall be deducted in accordance with this clause 4 after assessment of amounts otherwise due in accordance with this Contract. The assessment of amounts otherwise due to the Contractor under and in accordance with this contract shall exclude any SV Deductions.
- 4.3. The Contract Sum (as defined in the Contract) shall not be adjusted by reason of the SV Deduction.
- 4.4. This clause is without prejudice to any other right or remedy of the Council as Client or Employer under or in connection with this Contract (including the right to issue a Pay Less Notice under this Contract).

5. Non-Exclusive Remedies

- 5.1. The Parties agree that the Council's right to make an SV Deduction by withholding and retaining a payment from the Payment Due under this Annexure, as a result of the Provider failing to Achieve SV is a non-exclusive remedy. This Annexure is without prejudice to any other right or remedy set out in this Contract or otherwise available to the Council.
- 5.2. For the avoidance of doubt the obligations and rights set out in this Annexure are separate and in addition to any other key performance indicators, service credits or any other requirement or obligations for management and/or performance set out in this Contract.

Part 2 – Health and Sustainability

6. Provider's Compliance

- 6.1. The Provider shall ensure that it complies with:
 - 6.1.1. the Health and Sustainability Requirements and any other environmental requirements/standards included in this Contract; and
 - 6.1.2. any health and sustainability obligations included in the Provider's Tender.

7. General Health and Sustainability Requirements

- 7.1. The Provider shall in performing its obligations under this Contract:
 - 7.1.1. ensure energy consumption and associated carbon emissions are kept to a minimum; and
 - 7.1.2. minimise the release of air pollutants and other substances damaging to health and the environment taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Provider personnel, emissions from Provider offices and equipment.
- 7.2. Where requested in the Health and Sustainability Requirements, the Provider shall:
 - 7.2.1. ensure that it has in place and operates a suitable environmental management system for managing its environmental risks and opportunities (and provide reasonable evidence of such system being in place and operated to the Council within 2 weeks of the Commencement Date and each anniversary of the Commencement Date), which as a minimum must:
 - 7.2.1.1. assess the environmental impact of all past, current and future operations;
 - 7.2.1.2. specify steps to continuously improve environmental performance; and

7.2.2. produce a carbon reduction plan and/or a climate change resilience plan of reasonable quality, comply with such plan(s), update such plan(s) annually and provide copies of such plan(s) and evidence of its compliance with such plans within 2 weeks of each anniversary of the Commencement Date; and

7.2.3. when providing the Obligated Goods/Works/Services reuse and recycle materials or products that can be reused or recycled and estimate the quantity and approximate value of each and their percentage of total waste.

7.2.4. require its personnel to be trained in environmental matters.

7.3. The Council shall monitor the Providers performance in accordance with this Annexure and determine whether the Contractor's obligations including Performance Targets have been met.

8. Health and Sustainability Requirements

8.1. These Sustainability Requirements shall only apply so far as they are relevant to the performance by the Contractor of its obligations under this Contract.

8.2. The following terms shall have the following meanings in these Sustainability Requirements:

Contract	the contract to be entered into by Bristol City Council and the winning bidder following the conclusion of this procurement
Provider	the party contractually liable for providing the majority of goods/works/services (including any the provision of any concession) under the Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the most goods/works/services under the Contract after the Council)
Council	Bristol City Council
Cost Prohibitive	means where the total cost of the Contract to the Contractor is increased by more than 5% due to the difference in price between the environmentally preferable goods/works/services and the standard goods/works/services
Government Buying Standards	Government Buying standards set out at Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk) as updated from time to time and including any successor standards
Obligated Goods/Works/Services	Any goods, works and/or services (including the provision of any concession) the Contractor is obliged to provide or ensure are provided under the Contract
Contractor	the party contractually liable for providing the majority of goods/works/services (including any the provision of any concession) under the Contract (unless this party is the Council, in which case, the Contractor shall be the party

	responsible for providing the most goods/works/services under the Contract after the Council)
Site	Any site on which the Contractor is obliged to ensure Works are carried out pursuant the Contract
Single Use Plastic Items	Single-use plastic items are plastic items that are used once, or for a short period of time, before being thrown away

General

8.3. When providing any Obligated Goods/Works/Services the Provider shall

- a. Ensure all Obligated Goods/Works Services comply with the relevant Government Buying Standards imposed on central government departments
- b. Ensure all materials used are certified as sustainable by a reputable body where such certification is available
- c. In the performance of the Contract not to produce or import plastic packaging with less than 30% (by weight per item) recycled content
- d. as far as reasonably possible in the performance of the Contract
 - i. raw material use is minimised;
 - ii. the use of energy, water and other resources is minimised;
 - iii. waste is minimised by reducing the amount produced including by minimising use of Single Use Plastic Items, re-using where possible any waste produced and recycling any waste

8.4. The Provider shall ensure all vehicles used in the performance of the Contract meet all applicable environmental regulations relating to engine tuning and emissions, and all vehicles shall meet the emission standards (as updated from time to time and including any successor standards) required to not be charged if the vehicles were driven in Bristol's Clean Air Zone ([View a map of Bristol's Clean Air Zone - bristol.gov.uk](https://www.bristol.gov.uk/clean-air-zone)), except where there are exceptional circumstances and the Council has agreed in writing in advance.

9. Energy Management

The Provider shall ensure energy consumption is kept to a minimum in the performance of the Contract.

10. Construction and Waste Management

10.1. Where the Obligated Goods/Works/Services include works and/or involve waste, the Contractor shall:

- 10.2. clean out and remove from any Site all rubbish within a week of any certificate of practical completion being issued in relation to any Works the Contractor is obliged to ensure are provided under the Contract
- 10.3. shall not allow rubbish to accumulate on any Site.
- 10.4. ensure any waste is removed via a licensed waste carrier and transported to a waste or recycling centre with an environmental permit or permit exemption.
- 10.5. ensure all relevant legally required waste documentation (including waste transfer note (as referred to in this link [Dispose of business or commercial waste: Waste transfer notes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/dispose-of-business-or-commercial-waste-waste-transfer-notes) or hazardous waste consignment notes (as referred to in this link [Hazardous waste: Consignment notes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hazardous-waste-consignment-notes) as amended and any successor) if applicable shall be fully completed and retained by the Contractor for a minimum of 2 and 3 years respectively from the date of issue, and made available to the Council and/or the contract administrator and/or project manager during this time period within 7 days of request for such documentation at no cost.
- 10.6. keep waste to a minimum by doing everything the Contractor reasonably can to prevent, reuse, recycle or recover waste (in that order) (in accordance with this link [get help to do this](#))
- 10.7. Ensure that no waste should be sent to landfill unless there is no viable alternative.
- 10.8. The Contractor shall ensure where timber products are used in the performance of the Contract all timber used is certified by the Forest Stewardship Council (FSC) (or any successor body).

11. Parks and Gardens

- 11.1. Where the Provider's performance of its obligations under the Contract relates to parks or gardens
 - a. When performing the Contract the Provider must comply with all central government guidance relating to invasive non-native plants (including [Invasive non-native \(alien\) plant species: rules in England and Wales - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/invasive-non-native-alien-plant-species-rules-in-england-and-wales)).
 - b. All plant containers supplied under the Contract or used in the performance of the Contract must be reusable, recyclable or biodegradable.
 - c. The Provider must provide a plan to phase out peat as a soil improver in line with the DEFRA timelines of by 2026 – ban on professional uses of peat, with exemptions including growing plug plants, mushroom growing and other 'plant types or production methods where peat cannot be readily replaced' and by 2030 – ban on all uses of peat, within the first month of the contract.

- d. The Provider must provide a plan to minimise pesticide use, outlining alternative methods of grounds management, within the first month of the contract.

Annexure 2 – SV Measures, Unit(s) and Calculation of SV Deduction

See attached

Annexure 4 – Draft NFDC Form of Direct Contract 2023 Edition

or similar work carried out under similar circumstances, the prices shall be determined using reasonable rates derived from industry norms such as the National Federation of Demolition Contractors suggested 'daywork charges'.

(d) These Conditions and any agreed alterations thereto shall apply to all alterations, additions, omissions, or other variations ordered pursuant to these terms.

(e) Unless expressly otherwise agreed reasonable additional time shall be assessed by the Employer and awarded in writing to the Contractor as a consequence of any alteration, amendment, omission, addition or variation to the Works. Any additional time allowed shall be used by the Employer to calculate a revised Date of Completion under Clause 4 above.

6. SUB-LETTING

(a) The Contractor shall be entitled at his sole discretion to sub-let any part or parts of the Works, which in the sole opinion of the Contractor ought to be delegated to a Specialist Sub-contractor.

(b) The Contractor shall not be entitled to sub-let or assign the whole of the Works without the written consent of the Employer.

(c) Sub-letting all or part of the Works shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts defaults and neglects of any Sub-contractor his agents or servants or operatives as fully as if they were the acts defaults or neglects of the Contractor, his agent, servants or operatives.

7. FAIR WAGES AND CONSTRUCTION INDUSTRY SCHEME [CIS]

(a) The Contractor shall in the execution of the Contract observe and perform the conditions of the Working Rule Agreement for the time being in force and issued by authority of the Demolition Industry Conciliation Board.

(b) Where the Employer is a Local Authority the Contractor agrees to comply with the Fair Wages Regulations as generally applicable to Local Authorities at the time of contracting.

(c) If the Contractor is or becomes entitled to be paid without the statutory tax deduction, he shall provide the Employer with evidence to that effect.

(d) At all times the Parties will comply with current fiscal regulations applicable to the construction industry, including the CIS.

8. LEGISLATION AND CODES OF PRACTICE

(a) The Contractor shall comply with the legislation currently in force as applicable to the Demolition Industry and shall execute the Works in accordance with British Standard Code of Practice for Demolition BS. 6187: 2011 and any amendments thereto or successors thereof.

(b) The Employer warrants that the Contract shall be prepared and carried out in accordance with the Construction (Design & Management Regulations) ("the CDM Regs") in force at the date of the Contract, and (without prejudice to the generality of the foregoing) and shall appoint those parties it is required to appoint and discharge any obligations it is required to in accordance with the CDM Regs including any updates revisions or amendments thereto or successors thereof.