

DEED OF CONTRACT

FOR THE APPOINTMENT OF A CONTRACTOR

BASED ON THE

**JCT MINOR WORKS BUILDING CONTRACT
(2024 EDITION)**

for

Land drainage and repair work at Gainsborough Road, Corby

Between

North Northamptonshire Council

And

AquaServe Maintenance Limited

Legal Services
North Northamptonshire Council
The Corby Cube, George Street,
Corby, NN17 1QG
Legal Ref: 26132

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Schedules

Schedule 1 Project Brief/Project Data (Specification) Employer’s Requirements

Schedule 2 JCT Minor Works Building Contract (2024 Edition)

Schedule 3 Goods Contract

Schedule 4 Charges (Contract Price)

Schedule 5 Variation Form

THIS CONTRACT IS made the

27 October

2025

BETWEEN

- (i) **NORTH NORTHAMPTONSHIRE COUNCIL** of Sheerness House, 41 Meadow Road, Kettering NN16 8TL and whose address for service is at The Corby Cube, George Street, Corby, Northamptonshire, NN17 1QG (the “**Employer**”); and
- (i) **AQUASERVE MAINTENANCE LIMITED** incorporated and registered in England and Wales with company number 10652993 whose registered office is Headlands House 1 Kings Court, Kettering Parkway, Kettering, Northamptonshire, NN15 6WJ (“**Contractor**”)

RECITAL

- (A) The Employer is seeking to procure a Contractor to undertake land drainage works and repairs following a flooding event at Gainsborough Road, Corby in the manner described in Schedule 1 (the “Project”).
- (B) The Employer has procured the Contractor for the delivery and installation of goods (the Goods) in the manner described in Schedule 1.
- (C) The Employer has appointed the Contractor to deliver the Project and the Goods in the manner set out in this Contract.
- (D) The Contractor has agreed to carry out the works in accordance with the provisions of the JCT Minor Works Building Contract (2024 Edition) as amended and set out in Schedule 2 of this Contract.
- (E) The Contractor will deliver the Goods in accordance with the provisions of Schedule 3.
- (F) The Contractor will deliver the Project in accordance with the conditions of contract specified in clause 4 below.
- (G) The Employer will pay the Contractor the charges set out in Schedule 4 for the delivery of the Project and Goods and carry out all associated duties in relation to them and as instructed by the Employer in accordance with the conditions of contract.

NOW IT IS HEREBY AGREED as follows:

- 1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them herein and within each contract document set out in the Schedules.
- 2. This Contract incorporates the JCT Minor Works Building Contract (2024 Edition) as amended and varied by the Employer in the manner set out in Schedule 2.
- 3. The Contractor will carry out the works set out and described in Schedule 1 and will supply the materials and labour and do execute and perform all of the works matters and things required to be done executed and performed in relation to or incidental to the delivery of the Project.
- 4. This Contract the recital and the conditions of contract set out below form the Contract between the parties:
 - a. This Contract;
 - b. Schedule 1: The Project Brief, Schedule of Works and Quotation;
 - c. Schedule 2: JCT Minor Works Building Contract (2024 Edition) as amended;

- d. Schedule 3: Goods Contract;
- e. Schedule 4: Charges (Contract Price)
- f. Schedule 5: Variation Form;

5. For the avoidance of doubt the documents referred to in paragraph 4 above are to be taken as mutually explanatory of one another.
6. If there is any ambiguity or inconsistency in or between the documents comprising this Contract as set out in paragraph 4, the priority of the documents shall be interpreted in accordance with the sequence set out in paragraph 4.
7. The Contractor shall remain completely responsible to the Employer for carrying out the works and delivery of the Project and shall be held liable by the Employer for the acts, omission and errors of its sub-contractors. The Contractor shall ensure that all provisions of this Contract (to the extent that they are applicable) are mirrored and incorporated back-to-back into its sub-contracting agreements.
8. The Contractor shall be paid the charges set out in Schedule 4 of this Contract.
9. The parties agree to amend the provisions of the JCT Contract in the manner set out in Schedule 2 of this Contract and the JCT Contract is varied and amended accordingly.
10. The Contractor shall effect and maintain the level of insurance set out in the JCT Contract during the term of the Contract. Each insurance level set out in the JCT Contract shall be for any one occurrence or series of occurrence arising out of one event. On the Employer's request, the Contractor shall produce the insurance certificates and the receipt for the current year's premium in respect of the insurances mentioned in this clause. For the avoidance of doubt the Contractor shall maintain its professional indemnity insurance for a maximum period of 6 years after the delivery of the works.
11. This Contract commences on the 27 October 2025 and expires on 27 April 2026 subject to any extensions agreed between the parties.
12. Any dispute or difference or question arising out of or in connection with this Contract shall be resolved in accordance with the provisions of the JCT Contract.
13. Neither party shall commence legal proceedings against the other in relation to this Contract without first escalating the dispute to senior managers of both parties for resolution within a period of 7 days.
14. The parties may change amend or vary any provisions of this Contract by using the form of variation template set out in Schedule 5. The parties waive their rights to execute all variations to this Contract as a deed.
15. The parties agree that once this agreement is executed the Goods Contract set out in Schedule 3 will be deemed executed. For the avoidance of doubt the Goods Contract set out in Schedule 3 will not be separately executed by the Parties to give it effect.
16. The details of the authorised representative(s) responsible for the delivery of the Project is as notified from one party to the other on the commencement date. Any change will be notified to the other party prior to the change or replacement.
17. This Contract becomes effective by execution of the parties and constitutes the entire agreement between the Employer and the Contractor relating to the subject matter of this Contract and

supersedes all prior contracts, negotiations, representations, or understandings whether written or oral.

IN WITNESS WHEREOF this Contract has been duly executed as a deed on the date stated at the beginning of it.

The COMMON SEAL of **NORTH**)
NORTHAMPTONSHIRE COUNCIL was affixed)
to this deed in the presence of:)

DS
2380/25



DocuSigned by:

Louise Delavaloin

FE2D995C89D744A.....

Authorised Officer

EXECUTED as a deed by
AQUASERVE MAINTENANCE LIMITED

Signed by:

Tony McKenna

EAB5A59AF9594CA...

Anthony McKenna (Director)

In the presence of:

Signed by:

Kirsty Shields

3F58270F0D4A42E...

Name of witness: Kirsty Shields
Address of witness: 13 Rose Close, Corby, NN18 8PA
Occupation of witness: Office Manager

Schedule 1
Project Brief, Quotation and Schedule of Works



AQMI18707.pdf



AQMI18696.pdf

Schedule 2

JCT Minor Works Contract (2024 Edition) as amended by this Contract.



JCT Minor Works
Building Contract 202



Gainsborough Road
Land Drainage Works

Schedule 3 Goods Contract



Goods contract.docx

Schedule 4
Charges (Contract Price)

£38,404.22

Schedule 5
Variation Form.

Variation Form No:

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BETWEEN:

NORTH NORTHAMPTONSHIRE COUNCIL ("the Employer")

and

AQUASERVE MAINTENANCE LIMITED ("the Contractor")

1. The Agreement executed between the parties and dated [] is varied as follows and shall take effect on the date signed by both parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous variations, shall remain effective and unaltered except as amended by this variation.

Signed by an authorised signatory for and on behalf of the Employer

Signature

Date

Name (in Capitals)

Address

.....
Signed by an authorised signatory to sign for and on behalf of the Contractor

Signature

Date

Name (in Capitals)

Address

.....