



Dear Prospective Contractor,

RE: Chippenham Town Council - Refurbishment of Public Toilets

Thank you for expressing an interest in undertaking works for Chippenham Town Council.

This document is in three parts:

Part 1 provides some basic information and tells you about the basis upon which we will evaluate your tender.

Part 2 contains site specific information, together with locations and photos. The photos are not intended to be exhaustive and if you are in any doubt as to the areas covered by this contract you should contact us before submitting a bid.

Should you wish to gain access to the toilet block please contact Will Tidmarsh
wtidmarsh@chippenham.gov.uk

Part 3 is the tender document. This is what you must complete and submit to us.

If you would like to bid for works by Noon on 16th December 2025 - late submissions will not be considered. We will generally only consider submissions which follow the form of Part 3. This is because Part 3 includes a number of important declarations that we require of you as a potential contractor.

It is expected on appointment of the winning tender that the works are completed by 31st March 2026.

Along with your Tender please supply the following documents.

Contract works insurance.

Professional Indemnity insurance.

Relevant Risk assessments.

Method statements.

Health and safety policy.

If you have recently submitted a tender submission for other work for Chippenham Town Council, you may leave sections in relation to quality, references etc. blank as we will use the information previously supplied - unless you tell us that we should not. However, please make sure that you complete the basic contact information and the Priced Submission.

The Council has limited funding available and, therefore, reserves the right not to progress elements of the works.

If you have any accessibility needs which might require you to submit information in a different way, then please let us know and we will do our best to accommodate your needs.

We look forward to receiving your tender.



**CHIPPENHAM
TOWN COUNCIL**
Improving the quality of town life

Mr Mark Smith

Chief Executive

Chippenham Town Council

Tender for Refurbishment of Public Toilets

PART 1

General Information

1: Introduction

2: Instructions To Tenderers

3: Evaluation



Section 1 - Overview

Introduction

This tender pack relates to the proposed refurbishment and reconfiguration of the existing public toilets in the Borough Parade car park Chippenham SN15 3ED.

Chippenham Town Council appoints contractors to undertake a variety of works and contractors will be expected to operate in a manner that reflects Council values and objectives. To this end, we expect that contractors will:

Behave in a professional, courteous, and respectful manner to all members of the public when going about their duties.

Be capable of delivering the quality and standard of presentation specified.

Provide solutions which fully comply with any relevant legislation, including compliance with Building Regulations

Questions About the Tender

Any questions relating to this tender must be raised in writing and prior to the closing date for submissions.

Questions should be addressed to the Head of Environmental Services by email to wtidmarsh@chippenham.gov.uk

Questions submitted and the responses may be shared with all tenderers if considered appropriate.

Management of the Contract - Lead Officer

The Council will appoint a Lead Officer to liaise with the successful contractor and who will be the sole person responsible for giving instructions to the contractor and confirming that tasks have been completed satisfactorily.

Unless otherwise stated, the Lead Officer will be the Head Of Environmental Services for Chippenham Town Council. Any change to the name of the Lead Officer will be communicated to the Contractor in writing.



Section 2 - Instructions To Tenderers

2.1 Tender Submission

Your submission must be received by The Chief Executive to the Council by Noon on 16th December 2025. Submissions received after the closing time and date will not be considered.

Your completed paperwork should be Posted to *Chippenham Town Council CEO*

Chippenham Town Council
The Town Hall
High Street
Chippenham
Wiltshire
SN15 3ER

Or via email to procurement@chippenham.gov.uk ensuring to clearly mark it Borough Parade Toilet Refurbishment.

2.2 Preparation of Tender

It is the responsibility of Tenderers to obtain for themselves, at their own expense, all available information necessary for the preparation of their Tenders.

Tenderers should visit relevant sites to ascertain all relevant conditions likely to affect the execution of the works, and to thoroughly acquaint themselves with the extent and nature of the proposed works and will be deemed to have full done so before submitting a tender.

Confidentiality

All information supplied by Chippenham Town Council in connection with this tender shall be treated as confidential by tenderers, except that such information may be disclosed for the purpose of obtaining sureties and quotations for preparation and submission of the tender.

All information submitted may need to be disclosed and/or published by the Council.

Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2000 (the decisions of the Council and their legal advisors in interpretation thereof shall be final and conclusive in any dispute, difference or questions arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

Accordingly, if you consider that any of the information provided is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and or publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any



correspondence marked 'confidential', or equivalent, should not be taken to mean that the Council accept any duty or confidence by virtue of that marking.

Period of Validity

Tenderers are required to keep Tenders valid for acceptance for a period of 90 days from the date of Tender.

Section 3 - Evaluation

Should there be any ambiguity in the tender documents the Council may contact tenderers to clarify specific matters.

The evaluation process will include an emphasis on quality as well as price.

Each tender will be subject to technical, commercial and financial analysis.

The Council may seek the advice of professionals with specific expertise to evaluate the tender.

The structure of the tender evaluation model is presented below.

Description	Form of Evidence	Allocation
Insurance requirements	Copy of supporting information	Pass/Fail
Certificate of anti -Collusion Tendering	Signed Tender Submission	Pass/Fail
Quality	Documentation	20%
Environmental	Documentation	10%
Price	Price Submission	70%

PART 2

Detailed Specification And Site Locations

Introduction

A1:Public Toilets

The Contractor should confirm that they are fully aware of the extent of the areas subject to works and the descriptions and photographs may not fully describe those areas.

In the event of the contractor failing to appreciate the full extent of the areas covered or the manner of works to be performed or the quality of finish to be achieved then the opinion of the Lead Officer will prevail and the Contactor shall be expected to undertake the works fully as though they were fully aware, with no additional payment being made.

Headings and maps are provided to assist in identification of the specific locations.

A1: Public Toilets

Background and Context

Chippenham Town Council obtained a management agreement for the refurbishment and ongoing maintenance of the existing toilet block in Borough Parade Car Park. The general position of the toilet block is shown on the plan below.





The What3Words location of the toilet block is as follows:

///Grin.bits.navy

Despite the pressures upon local services, Chippenham Town Council is committed to continuing to provide publicly accessible toilets

Regrettably, the existing toilet block has been closed for a few years and had been the subject to vandalism and anti-social behavior in the past.

Chippenham Town Council would like to see the layout reconfigured to provide two fully accessible unisex toilet cubicles. A condition of the management agreement is that Chippenham Town Council has to retain the existing building. Whilst the building is in generally good condition, the Council would like to see its outward appearance modernised i.e. the use of cladding. No structural alterations are permitted as part of the reconfiguration.

Current Configuration

A measured building survey has been carried out and forms part of the tender documents.

In addition, the following have been carried out and also form part of the tender documents:

- electrical survey and report
- refurbishment asbestos survey
- CCTV drainage survey (to follow)

The existing toilet block is a brick-built structure with rendered walls and a pitch tiled roof (please see photos which follow). It is sub-divided into a section for 'ladies', a section for 'gentlemen', a section for disabled and an electrics cupboard with cleaning access.



The ladies', gentleman's and electric/cleaning cupboard section is accessed from the front of the building. (Blue locked gate.) Disabled toilet access separate door. (orange on left of picture)

The configuration of the ladies' and gentleman's toilets section is such that you must walk past the entrance to the Gentleman's toilet to get to the Ladies' toilet. This has raised concerns with safety, hence the requirement to reconfigure the building with two fully disabled accessible front facing unisex toilet cubicles.

Proposed Configuration

The Council has evaluated the physical space available and believes it can achieve two fully disabled accessible front facing unisex toilet cubicles without the need to increase the footprint of the existing building.

It is for the contractor to propose the configuration of the new layout, with the understanding that Chippenham Town Council will have to seek permission of the building owner (Wiltshire Council) to approve the changes prior to contract.

It is believed that the building can be reconfigured to have two fully accessible unisex toilet cubicles without making any structural changes, Chippenham Town Council will consider each and every design that is proposed. Thought should be given to the external look of the building which should be modernised i.e. the use of cladding.

Chippenham Town Council would, therefore, like to create two identical accessible unisex toilet cubicles within the existing footprint. The following expectations would apply:

Both cubicles would be accessed from the front with separate doors for each cubicle.

Proposed products should be low energy and water consumption.

Considerations of sustainable and good energy rating products will be desirable and should be included where possible, this should include the potential use of photovoltaic panels.

Due to problems experienced with past vandalism, the following will apply:

Each cubicle will feature fixtures and fittings which are specifically designed to be vandal proof.

Each cubicle:

Floor Tiles: To be low maintenance, durable, slip and frost resistant with a sufficient R Rating.

Walls: To be fully tiled with a focus on hygiene, durability and resistance to damage from water and vandalism.

Ceiling: Must be moisture-resistant, hygienic, and easy to clean. A suspended grid system with lay-in tiles is preferred, offering access to any services concealed above it. Antimicrobial and fire-rated properties are also essential for safety and sanitation.

Doors to be steel and approved anti vandal.

The entrance doors to the two cubicles should have the ability to be locked externally. The Council would be particularly interested in proposals which might allow for remote/timer locking e.g. by way of an electro-magnetic lock or similar. Whilst the Council is committed to maintaining 24-hour access to the toilets, there may be circumstances e.g. repeated vandalism, which might necessitate the need to institute temporary closures at certain times of the day.

The doors will include provision for payment this is to be by Card and Cash.

Toilet paper dispensers should be of a type/design which prevents a continuous amount of toilet roll being dispensed. This is because the Chippenham Town Council has experienced toilets being deliberately blocked with excessive amounts of toilet paper. Chippenham Town Council accepts that a committed individual

would still be able to use toilet paper to block a Toilets regardless of the type of paper dispenser, but the current arrangements make it unnecessarily easy.

Each cubicle will feature - as a minimum - the following:

A self-flushing toilet pan

A free draining sink with motion activated tap

A motion activated hand dryer

All the above a sufficient size and height to cater for those in wheelchairs

Toilet paper dispensers (of a type which will prevent excessive amounts of toilet paper being dispensed in 'one go')

A baby changing table or similar

Hand/grab rails to enable those with mobility issues to access the full range of facilities available

LED lighting with PIR detectors

Refillable soap dispensers

Allow for supply only of Recessed Sharps Disposal Bin in stainless steel. To be anti-vandal

and to allow for front face emptying without touching any sharps objects. Ensure anti-tamper locking.

Allow for a disabled alarm.

Heating, electrical installation, hot and cold water and ventilation works;

CCTV to be by others but infrastructure will be necessary. Include a provisional sum of £1,000.

Allow for ventilation tiles to match roof covering.

General Works

All work to comply with the current Building Regulations and planning requirements all relevant Codes of Practice and British Standards as required.

Contractor to provide project plans and program for works.

Contractor to include all design work

Contractor to take the roles of:

- Principal Designer for CDM Regulations
- Principal Designer for Building Regulations
- Principal Contractor

Health and Safety - Comply with current CDM regulations and do F10 notification to HSE

Construction Phase Plan and all relevant method statements and risk assessments to be handed over.

Allow for the provision of a site welfare unit, toilet and canteen as required.

Allow for all necessary site security

The building will be unoccupied during the work. Contractor to be responsible for securing the building during the works.

Allow for carefully protecting existing elements, work, building, and surrounding grounds. Include for providing and subsequent clearing away all necessary site items. Contractor to make good on completion and clear away.

Allow for provision of all skips as required and their regular removal. Skip location will be in the Car park so contractor to apply to Wiltshire Council for any permits.

Allow for removing any debris, waste material etc., regularly.

Keep the site tidy throughout the work and clean down all external and internal elements of the building and grounds to leave neat and tidy on completion

Contractor to leave full connections of electricity and water on completion. Meter readings where required to be taken before starting work.

For avoidance of doubt free water and electricity will be available to the successful tender for the duration of the works.

Allow for cleaning down and leave external and internal elements neat and tidy on completion

Stripping Out Internally

Allow for shutting down water and make safe electrics prior to commencement of stripping out.

Ensure all pipework is taken back to source.

Allow for disconnecting, making safe, and capping off all existing plumbing services throughout to allow for full strip. Include for stripping out fittings and all associated components as indicated back to source. Remove any pipework. Give credit for scrap.

Allow to strip out all electrics, lights, sensors, etc. and cart away. Remove all wiring, junction boxes, any fittings, plates, and all associated components. Wiring to be taken back to source.

Existing drainage points to be retained and investigated, to allow for each cubicle to be connected back to the existing point. Floors likely will require chasing.

Special Considerations

To the best of the Council's understanding, planning permission will not be required to undertake the envisaged works. This position will need to be confirmed by the Contractor with the Local Planning Authority (Wiltshire Council) prior to the commencement of any works.

The contractor will take full responsibility for the design of the works and will provide evidence of professional indemnity insurance with a minimum level of £500,000 on an 'each and every' basis.

The contractor will take responsibility for preparing and submitting an application for Building Regulations approval and obtaining a suitable Completion Certificate. Approved Inspector or LABC can be used for the Building Regulations process.

The Contractor will be responsible for providing the Health & Safety file, including all necessary O&M manuals, prior to completion of the works.

The Contractor will be responsible for providing adequate training to the Council's staff.

The works will be subject to a 12 month defects liability period. During that period, rapid response times will be necessary for urgent rectification work.

The Council doesn't require a full heating system however frost prevention heating and trace heating is required to keep the toilets functional.

The works to the front of the building (new access doors) may require new lintels, which Chippenham Town Council accepts will result in disruption to existing brickwork

The Council is not intending to provide temporary toilets during the duration of any works. Prospective contractors will, therefore, need to provide a definitive timetable with a firm completion date for the works. Failure to meet the completion date will potentially be addressed through contractual terms and conditions.

The exact nature of any door signage will be confirmed with the successful contractor, but contractors should assume within their priced submission that some form of signage will be required.

All waste must be removed by the contractor using a registered waste carrier.

External Works and Works to Building Envelope

The following external works have been identified to be included in the tender:

Clear all vegetation from the outer footprint of the property including using common law right to cut back vegetation encroaching from neighboring properties.



Repair of loose coping stone. Find and fix to ensure all coping stones are in good order.



Repair/replacement of visibly loose and missing tiles and a full check of existing roof for a find a fix to ensure tiles are in good order.



Clear gutters of debris, full check of the guttering and fascias, replace any that are faulty and full repaint of guttering and fascias.



Removal of existing graffiti - or addition of cladding material.



Part 3

Tender Submission Documents Form

- Section 1: General Information
- Section 2: Financial Background
- Section 3: Quality
- Section 4: Environmental
- Section 5: Health & Safety
- Section 6: Human Resources
- Section 7: Equal Opportunities
- Section 8: References
- Section 9: Anti- Collusive Tendering
- Section 10: Priced Submission
- Section 11: Terms and Conditions

Section 1 General Information

Organisation Details

Name of Company/Organisation in whose name business is transacted.

Contact Person

Contact Address

Telephone number:

Email:

What are your main business activities?

What geographic areas do you mainly cover?

What is the legal status of your organisation (e.g. Sole Trader, Limited liability partnership, public limited company, private limited company, charity, etc.)

Date of formation:

Company Registration Number (If applicable):

VAT Registration Number (if applicable):

Registered Address of Company (if different to that provided above)

Are there any court actions and/or industrial tribunal hearings outstanding against your organisation?
YES/NO

If yes, please provide details below.

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Has your organisation been involved in any court action and/or industrial tribunals over the last 3 years?
YES/NO If yes, please provide details below.

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Please give names and addresses of Directors/Partners or your organisation.

Name	Address	Role in organisation

Section 2 - Financial Background

Turnover

Shortlisted contractors may be required to provide details of their turnover over the last 3 years (sets of accounts may also be required).

Insurance

Please provide evidence e.g. copies of certificates that the following insurance is in place:
Public Liability Insurance is in place to the value of £10,000,000 (Ten million pounds).

Section 3 - Quality

Quality Assurance

Please provide details of any quality assurance accreditation that your company holds.

Description of accreditation	Date obtained

Professional Organisations

Please indicate membership of any professional or trade organisations

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Qualifications

Please provide details of any relevant qualifications held by you and your employees (Use a separate sheet if necessary)

Name of Employee	Qualification

Previous Experience

Please provide below a short summary below of your previous experience

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Section Four - Environmental Scoping Assessment

Chippenham Town Council has declared a Climate and Ecological emergency and is committed to becoming a net zero carbon organization by 2030. As part of this we include the products and services we procure in our carbon footprint in order to measure and take responsibility for our impacts on the climate and biodiversity. Therefore the Council aims to work with suppliers that are taking action and have plans in place to reduce their emissions and environmental impact. The environmental credentials of companies will affect our decision regarding procurement.

1. In the last three years, have you been taken to court for not complying with environmental legislation requirements? If 'yes', please provide details and what steps your organisation has taken as a result?

2. Do you have a responsible person nominated for environmental/ sustainability issues? If 'yes' please give their name and job title.

3. Do you have an environmental or sustainability policy? If yes, please supply us with a copy. If no, do you have any current environmental objectives or initiatives you can tell us about?

4. Do you acknowledge and assess any of the environmental impacts of your activities? This could include the use of resources such as water, single use plastics and other unsustainable materials, packaging and waste, pollution and harmful chemicals. If so, please give details.

5. Do you acknowledge and measure your Greenhouse Gas emissions? If so, please provide us with a copy of your carbon footprint. If no, do you have a 'green' or renewable energy tariff for your business? Are any of your company vehicles low emission and if so, what proportion?

6. Do you have a commitment to becoming net carbon zero and if so, when?

7. Do you have an action plan that outlines how you are minimising or will minimise your environmental impacts and reduce your emissions to net carbon zero? If so, please provide us with a copy. If no, do you assess your environmental performance against any targets or have any plans to reduce your impacts? This could include reducing travel emissions, offering repair and refurbishment schemes for products, use of recycled and sustainable materials, minimising waste, avoiding single use plastics and designing products that can be repaired and then recycled at their end of life.

8. Have you made public any of your environmental aims, performance and plans? If so, please provide details.

9. Do you offset any of your carbon emissions or environmental impacts? If so, please provide details.

10. Do you ask your suppliers to measure the carbon footprint and environmental impacts of their organisation or the services/products they provide to you?

11. How would you minimise the carbon footprint and environmental impacts of this service/product/project you are providing to us? Examples could include use of electric vehicles/machinery, sustainable materials, minimal waste and packaging.

12. Do you have any environmental accreditation such as an Environmental Management System (EMS) certified to ISO 14001, BS8555 or EMAS by a UKAS accredited certifying body? If 'yes', please enclose a copy of the certificate.

13. Tenderers are required to remove from site(s) all waste materials - please confirm if you are a registered waste carrier, or - if you are not - provide confirmation that you will achieve this status prior to commencement of the contract.

Section 5 - Health and Safety

All contractors undertaking works under this tender must satisfy Chippenham Town Council of their competency regarding Health & Safety.

Please provide a copy of or link to your Health & Safety Policy.

What measures are in place to ensure that your employees will conform with the policy when on Chippenham Town Council or public premises or grounds? Please provide details below.

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Section 6 - Human Resources

How many employees does your organisation have?

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If you have a management and employee structure, please provide this on a separate sheet.

Section 7 - Equal Opportunities

It is law that as a public body which receives and spends public funds, we are required to satisfy our obligations in law to promote equality throughout all our operations. This includes activities related to supplier selection. We also wish and are required to ensure that we purchase from sources that do not obtain benefit in any way from criminal activity. To comply with our obligations in legislation please answer the following questions -

Is it your policy as an employer to comply with your statutory duty under current UK Race Relations legislation? YES/NO

Is it your policy as an employer to comply with your legal obligations under the Equal Pay Act and also under relevant equality legislation not to discriminate on grounds of Disability, Sex, Sexual Orientation, Religion or Belief under relevant UK legislation? YES/NO

In the last three years has any finding of unlawful discrimination in any field been made against your organisation? YES/NO

Have you or your organisation been convicted in the last 3 years of breaching any area of UK legislation? YES/NO

Section 8 - References

Please provide contact details of two organisations, customers or individuals that can provide references as to the quality of your work. Chippenham Town Council may contact these referees as part of supplier evaluation.

Reference One:

Name:	
Organisation:	
Address:	
Telephone:	
Email:	

Reference Two:

Name:	
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Organisation:	
Address:	
Telephone:	
Email:	

Section 9 - Anti-Collusion Certificate or Certificate of non-collusion

Each tender should include An anti-collusion certificate, or certificate of non-collusion, this is to declare there has been no collusive activities, such as price-fixing or bid rigging, to gain an unfair advantage in the tender process. By signing the certificate, the company confirms its tender is a genuine, competitive offer and assures that no agreements have been made with other parties to manipulate the tender outcome or the prices offered.

Section 10 - Prices Submission

Please attach details of your proposal e.g. examples of products and materials to be provided, layout plans and methodology to this priced submission.

Prices should be fully inclusive of all aspects of the works to be undertaken and you should ensure that you are fully aware of the extent and scope of the works embraced. For the avoidance of doubt, prices should be based upon both supply and installation. If you are unable to meet any specific aspects of Chippenham Town Council's requirements, then please ensure that you have made this clear in your submission.

You may modify the table below to reflect your specific scheme proposals but please ensure that you are clear in this respect and that the 'Total Price' figure reflects the full costs of your proposal.

	Description	Sub Totals	Totals
A1	Refurbishment of Toilets	£	£
	Sanitary ware		
	External doors		
	Internal finishes		
	Other building works		
	External works		
	Other (please specify)		
	TOTAL PRICE (Exc of VAT)		£

Signed:

Position in Company:

Date:

Section 11 - Terms and Conditions



This document has changed from the published version. A comparison document must be provided.

DB 2024

Design and Build Contract 2024

2024

DESIGN AND BUILD CONTRACT

© The Joint Contracts Tribunal Limited 2024 **liiD**

Agreement

This Agreement

is made the _____ 20 _____

Between

The Employer

Chippenham Town Council

of/whose registered office is at

Town Hall, High Street, Chippenham, SN15 3ER

And

The Contractor

Company No. _____

of/whose registered office is at

L1J Where the employer or Contractor Is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and particulars of its place of incorporation Wales, should be inserted immediately before its Company number.
As to execution by foreign companies and matters of jurisdiction, see the Design and Build Contract Guide.

Recitals

Whereas

First

the Employer wishes to have the design and construction of the following work carried out^[2]:

Refurbishment of public WC's

At

Borough Parade Car Park, Chippenham ('the Works')
and the Employer has supplied to the Contractor **documents** showing and describing or otherwise

Second

in response to the Employer's Requirements the Contractor has supplied to the Employer:

- documents showing and describing the Contractor's proposals for the design and construction of the Works ('the Contractor's Proposals'); and
- an analysis of the Contract Sum ('the Contract Sum Analysis')

Third

the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements^[3]:

Fourth

for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Fifth

where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;

[2] State nature and location of intended works.

[3] Where the Employer has accepted a divergence from its requirements in the proposals submitted by the Contractor, the divergence should be removed by amending the Employer's Requirements before the Contract is executed.

Seventh

whether any of Supplemental Provisions 1 to 7 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1	Contractor's obligations
	The Contractor shall complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents.
Article 2	Contract Sum
	The Employer shall pay the Contractor at the times and in VAT-exclusive sum of _____ £ _____ (the 'Contract Sum') or such other sum as becomes payable under this Contract.
Article 3	Collaborative working
	The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behavior and address behavior that is not collaborative.
Article 4	Employer's Agent
	For the purposes of this Contract the Employer's Agent is MGA Consultation Consultants Of New Workshops, Beehive Yard, Bath, BA1 5BJ or such other person as the Employer nominates in its place. Save to the extent that they Employer may otherwise specify by notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.
Article 5	Employer's Requirements and Contractor's Proposals
	The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.
Article 6	CDM Regulations - Principal Designer and Principal Contractor
	For the purposes of the CDM Regulations: the Principal Designer is the Contractor

[5] Insert the name of the Principal Designer if the Contractor is not to fulfil the role and that of the Principal Contractor if it is to be a person

or such replacement as the Employer at any time appoints to fulfil that role;

the Principal Contractor is the Contractor

or such replacement as the Employer at any time appoints to fulfil that role.

Article 7 Building Regulations - Principal Designer and Principal Contractor

For the purposes of the Building Regulations:

the Principal Designer is the Contractor

or such replacement as the Employer at any time appoints to fulfil that role;

the Principal Contractor is the Contractor

or such replacement as the Employer at any time appoints to fulfil that role.

Article 8 Adjudication

If any dispute or difference arises under this Contract, either Party may refer to adjudication in accordance with clause 9.3 [6].

Article 9 Arbitration

Where article 9 appears [7], then, subject to Article 8 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.4 to 9.9 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 9 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 10 Legal proceedings[7]

Subject to Article 8 and (where it applies) to Article 9, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

other than the Contractor.

Under the CDM Regulations, regardless of whether or not a project is notifiable, and Part 2A of the Building Regulations there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations which treat the Contractor's sub-contractors as separate contractors.

As to these statutory appointments generally, see the Design and Build Contract Guide.

[6] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Design and Build Contract Guide.

[7] If it is intended, subject to the right of adjudication and exceptions stated in Article 9, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 9 and clauses 9.4 to 9.9 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 10 (see also clause 1.11 and Schedule 5 Part 1 and Part 2).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

Fourth Recital and clause 4.5

Construction Industry Scheme (CIS)

Employer at the Base Date
* is not a 'contractor' for the purposes
of the CIS

Fifth Recital

Description of Sections (if any)

(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)[8]

Sixth Recital

Framework Agreement (if applicable)
(State date, title and parties.)

Seventh Recital and Part 1 of Schedule 2

Supplemental Provisions – Part 1

(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision does not apply.)

Supplemental Provision 1: Named Sub-Contractors

- applies

Supplemental Provision 2: Valuation of Changes – Contractor's estimates

- applies

Supplemental Provision 3: Loss and expense - Contractor's estimates s/does not apply

- applies

Supplemental Provisions^[9] - Part 2

(Where neither entry against one of Supplemental Provisions 4 to 7 below is deleted, that Supplemental Provision applies.)

Supplemental Provision 4: Acceleration Quotation
* does not apply

[8] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.

[9] Supplemental Provision 8 (Transparency) applies only where the Employer is a Local or Public Authority or other body to which the Freedom of Information Act 2000 applies; Supplemental Provision 9 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

- Supplemental Provision 5: Health and safety
- * applies
- Supplemental Provision 6: Cost savings and value improvements
- * applies
- Supplemental Provision 7: Performance Indicators and monitoring
- * does not apply

Article 5

Employer's Requirements

(State reference numbers and dates or other identifiers of the relevant documents.)[8]

Contractor's Proposals

(State reference numbers and dates or other identifiers of the relevant documents.)[8]

Contract Sum Analysis

(State reference numbers and dates or other identifiers of the relevant documents.)[8]

Article 9

Arbitration

(If neither entry is deleted, Article 9 and clauses 9.4 to 9.9 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 9 and clauses 9.4 to 9.9 apply.)[10]

Article 9 and clauses 9.4 to 9.9 (*Arbitration*)

1.1

Base Date

14 November 2025

BIM Protocol (where applicable)

(State title, edition, date or other identifiers of the relevant documents.)

Date for Completion of the Works

(where completion by Sections does not apply)

[10] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the design and Build Contract Guide. See also footnote [7].

[11] Continue on further sheets if necessary, which should be signed or initialed by or on behalf of each Party and then be annexed to this Contract.

1.7.3

Addresses for service of notices by the Parties
(If a Party's address is not stated, it shall, subject to clause 1.7.3, be that shown at the commencement of the Agreement.)^[12]

Employer

Contractor

The respective email addresses for the Parties are

Employer's email

Contractor's email

or, subject to clause 1.7.3, such other email address as each Party may notify the other from time to time

1.7.4.2

Services of notices by email
(If neither entry is deleted or an email address for each Party is not specified, clause 1.7.4.2 shall not apply.)

Clause 1.7.4.2
* Applies

Employer's email

Contractor's email

2.3

Date of Possession of the site
(where possession by Sections does not apply)

2.4

Deferment of Possession of the site
(where possession by Sections does not apply)

Clause 2.4
* applies

Maximum period of deferment (if less than 6 weeks) is

[12] As to service of notices etc. outside the United Kingdom, see the Design and Build Contract Guide.

Sections: deferment of possession of Sections

- Clause 2.4
- applies

Maximum period of deferment (if less than 6 weeks) is¹¹¹

Section _____ : _____

2.17.3

Limit of Contractor's liability for loss of use etc. (if any)

£1m

2.29.2

Liquidated damages
(where completion by Sections does not apply)

at the rate of

£700 per week

2.35

Rectification Period
(where completion by Sections does not apply)
(If no other period is stated, the period is 6 months.)

12 months

From the date of practical completion of the Works

4.6

Advance payment

(Not applicable where the Employer is a Local or Public Authority)

Clause 4.6

* does not apply

If applicable:

the advance payment will be [16]

* £

* _____ percent of the Contract Sum

and will be paid to the Contractor on

it will be reimbursed to the Employer in the following amount(s) and at the following time(s)

Advance Payment Bond

(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)

An advance payment bond

* is not required

[16] Insert either a monetary amount or a percentage figure, delete the alternative and complete the other required details.

4.7.1

Method of payment - alternatives^[17]

(If no Alternative is selected, Alternative B applies.)

* periodically in accordance with Alternative B (clause 4.13)

Alternative A: Stage Payments

The stages are

* set out in the following document^[8]

* _____
as follows:

Stages (insert brief description)

Cumulative value^[18]

£ _____

4.7.2

Interim Payments – Interim Valuation Dates

(The dates apply for each Alternative; if no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)

The first Interim Valuation Date is

_____ and thereafter the same date in each month or the nearest Business Day in that month^[19]

[17] Delete whichever Alternative is not applicable. Where Interim Payments are to be made by stages (including by quantity of units and sub-units completed) make the appropriate entries or prepare and insert a separate schedule of cumulative stage values.

[18] Cumulative value of final stage must be equal to the Contract Sum.

[19] The first Interim Valuation Date should not be more than one month after the Date of Possession.

4.18.1

Retention Percentage

(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)

5 per cent

4.21.6 and 4.21.7

Relevant Matters

(In the case of each clause referred to below, where neither entry against the clause is deleted, that clause does not apply.)

Clause 4.21.6 *(the effects of an epidemic on the execution of the Works etc.)*

* does not apply

Clause 4.21.7 *(exercise of statutory power etc.)*

* does not apply

5.5

Daywork

The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document[8]

6.4.1

Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£_____

for any one occurrence or series of occurrences arising out of one event

6.5.1

Insurance – liability of Employer

Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event[20]

£_____

6.7 and Schedule 3

Works insurance - Insurance Option applicable

Schedule 3:

[20] Insert an amount where it is stated in the Employer's Requirements that insurance under clause 6.5.1 is required. If the indemnity is to be for an aggregate amount and not for any one occurrence or series of occurrences, the entry should be amended to make this clear.

* Insurance Option C applies

Percentage to cover professional fees
(If no other percentage is stated, it shall be 15 per cent.)

15 per cent

Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is
(as supplied by the Contractor)

Where Insurance Option C applies, paragraph C.1^[21]
(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)

* applies

6.10 and Schedule 3

Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Rec Cover is required.)^[22]

6.15

Professional Indemnity insurance^[23]

Level of cover
(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)

Amount of indemnity required

* is for any of claim or series of claims arising out of one event

(If no amount is stated, insurance under clause 6.15 shall not be required.)

and is

£1m

- [21] Insurance Option C** is for use in for the case of alterations of or extensions to Existing Structures. Under that option, the Employer is required to take out a Joint Names Policy for All Risks Insurance for the Works and also, if paragraph C.1 applies, a Joint Names Policy to insure the Existing Structures and their contents owned by it or for which it is responsible against loss or damage by the Specified Perils. Some Employers (e.g. tenants and some homeowners) may not be able readily to obtain the Joint Names cover required under paragraph C.1. Where that is the case, alternative arrangements and amendments will be necessary. See the Design and Build Contract Guide. **Where there are Existing Structures, it is vital that any prospective Employer which is not familiar with Insurance Option C - in particular any Employer which is a tenant or domestic homeowner - or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer which is a tenant should also consult its insuring landlord prior to that stage.**
- [22]** Obtaining Terrorism Cover for the Works, which unless otherwise agreed is necessary in order to comply with the requirements of Insurance Option A, B or C, will involve an additional premium and in certain situations has been difficult to effect. If any difficulty might arise, there should be immediate pre-contract discussion between the Parties and their insurance advisers. See the Design and Build Contract Guide.
- [23]** See the Design and Build Contract Guide.

Sub-limits within the overall level of cover

Specific exclusions listed in the relevant schedule(s) (or other policy document(s)) to the relevant policy

Expiry of required period of Professional Indemnity insurance is
(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)

* 12 years

* _____ years
(not exceeding 12 years)

6.17

The Joint Fire Code

* does not apply[24]

7.2

Assignment/grant by Employer of rights under clause 7.2
(If neither entry is deleted, clause 7.2 applies.)

Clause 7.2
* applies

7.3.1

Performance bond or guarantee from bank or other approved surety^[25]
(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)

* is not required

[24] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

[25] If a performance bond is required, the identity of the issuer as well as the operative terms of the bond should be agreed prior to execution of the contract.

7.3.2

Guarantee from the Contractor's parent company

* is not required

7.4

Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works, (*State reference number and date or other identifier of the relevant document.*)

8.9.2

Period of suspension

(*If none is stated, the period is 2 months.*)

8.11.1.1 to 8.11.1.7

Period of suspension

(*If none is stated, the period is 2 months.*)

(26] The relevant Rights Particulars should identify the beneficiaries (by name, class or description) and the sub-contractors which are also required to grant rights, specify whether rights are to be granted at each level as Third Party Rights or by way of Collateral Warranties, state in those cases where the default provision is not to apply which alternative provision is to apply in its place and give any other details required to complete the terms of the rights or warranties that are to be given. A Model Form for the Rights Particulars is included in the Design and Build Contract Guide and is also available on the JCT website www.jctltd.co.uk.

In the case of third party rights the relevant limits and details required for the purposes of the respective parts of Schedule 5 of this Contract and Schedule of the Design and Build Sub-Contract are the same as those required for the purposes of the Warranty Particulars for the corresponding Collateral Warranty (CWa/P&T, CWa/F, SCWa/P&T, SCWa/F or SCWa/E). Directions may be needed as to mode of execution of sub-contracts and/or collateral warranties by relevant sub-contractors. See also the Design and Build Contract Guide.

9.1

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee

Contractor's nominee

or such replacement as each Party may notify to the other from time to time

9.3.1

Adjudication[27]

The Adjudicator is _____

Nominating body – where no Adjudication is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is

* The Royal Institution of Chartered Surveyors

-
- [27] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.
- [28] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.
- [29] This only applies where the Contract Particulars state (against the reference to Article 9) that Article 9 and clauses 9.4 to 9.9 (*Arbitration*) apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Design and Build Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or its authorised representative should sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on its behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Electronic execution

In 2019, the Law Commission published a report on "Electronic execution of documents" to assist in clarifying the legal status of electronic signatures. It reached the general conclusion that: "An electronic signature is capable in law of being used to validly execute a document (including a deed) provided that (i) the person signing the document intends to authenticate the document and (ii) any formalities relating to execution of that document are satisfied."^[30] The practice of electronic execution has been growing in recent years and JCT understands that this is now commonplace. E-signature platforms are understood to be widely available, but JCT does not endorse any particular software company.

^[30] See Statement of Law paragraph (1) at page 2 of the report. The full text of the report is available at www.lawcom.gov.uk/project/electronic-execution-of-documents.

Notes on Execution as a Deed

For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, (A) to (D), for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.

- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:

- (A) through signature by a Director and the Company Secretary or by two Directors;
- (B) by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
- (C) signature by a single Director in the presence of a witness who attests the signature.

Methods (A) and (C) are available to public and private companies whether or not they have a common seal. (Method (C) was introduced by section 44(2), (b) of the Companies Act 2006.) Methods (A) and (C) are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method (B).

- 3 Where method (A) is being used, delete the inappropriate words and insert the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method (B) (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation **are not themselves a** Director or a *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method (C) (execution by a single Director) has been introduced primarily, but not exclusively for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should sign and set out their name and address.
- 6 Where the Employer or Contractor is an individual, they should use method (D) and sign where indicated in the presence of a witness who should then sign and set out their name and address.

Execution as a Deed

Executed as a Deed by the Employer

namely ¹ Chippenham Town Council

- (A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

(Print name of signatory)

Signature

Director

and

(Print name of signatory)

Signature

Company Secretary/Director

- (B) by affixing hereto the common seal of the company/other body corporate ^{2,4}

in the presence of

Signature

Director

Signature

Company Secretary/Director

[Common seal of company]

- (C) by attested signature of a single Director of the company ^{2,5}

Signature

Director

in the presence of

Witness' signature _____ (Print name) _____

Witness's address _____

- (D) by attested signature of the individual ⁶.

Signature

in the presence of

Witness' signature _____ (Print name) _____

Witness's address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Execution as a Deed

Executed as a Deed by the Contractor

namely ¹ _____

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

(Print name of signatory)

Signature Director

and

(Print name of signatory)

(B) by affixing hereto the common seal of the company/other body corporate^{2,4}

in the presence of

Signature Director

Signature Company Secretary/Director

[Common seal of company]

(C) by attested signature of a single Director of the company^{2,5}

Signature Director

in the presence of

Witness' signature _____ (Print name) _____

Witness's address _____

(D) by attested signature of the individual⁶.

Signature

in the presence of

Witness' signature _____ (Print name) _____

Witness's address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.