

**DEED OF CONTRACT**

**FOR THE APPOINTMENT OF A CONTRACTOR**

**BASED ON THE**

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

for

**Bank erosion repair works to Slade Brook, Kettering**

Between

**North Northamptonshire Council**

and

**Finesse Groundworks Ltd**

Legal Services  
North Northamptonshire Council  
The Corby Cube, George Street,  
Corby, NN17 1QG  
Legal Ref: 27066

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### CLAUSE

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### Schedules

Schedule 1	Project Brief/Project Data (Specification) Employer's Requirements
Schedule 2	JCT Minor Works Contract (2024 Edition)
Schedule 3	Goods Contract
Schedule 4	Charges (Contract Price)
Schedule 5	Variation Form

**THIS CONTRACT IS** made the

18th 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) **Finesse Groundworks Ltd** incorporated and registered in England and Wales with company number 10481861 whose registered office is Portland House, 11-13 Station Road, Kettering, Northamptonshire, NN15 7HH (“**Contractor**”)

**RECITAL**

- (A) The Employer is seeking to procure a Contractor to carry out erosion repairs to Slade Brook Bank and associated works 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 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: Project Brief/Project Data (Specification) Employer’s Requirements
  - c. Schedule 2: JCT Minor Works 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 years 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 Monday 10<sup>th</sup> November 2025 and expires on Tuesday 13<sup>th</sup> January 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 of the parties 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: )

Signed by:

24/07/25



Signed by:

*Sarah Coles*

722AECB59816429.....

Authorised Officer

**EXECUTED as a deed by**

**Finesse Groundworks Ltd**

Barry Stuart Page

Name of Director

Signed by:

*BS Page*

79F2E037C8BD49D...

Signature of Director

Deborah Ann Page

Name of Witness/Company Secretary

Signed by:

*DAP*

F3306AFF4BE8438...

Signature of Witness/Company Secretary

## **Schedule 1**

### **Project Brief/Project Data (Specification) Employer's Requirements**

#### **Slade Brook Bank Erosion repairs and associated works**

##### **General specification**

- Set up site compound including secure materials and plant storage, and any welfare provision required
- Include for provision of ground protection as necessary, and protective measures for working close to the water course
- Supply and install stone bags to provide a temporary dewatering solution to keep the works area clear of water
- Construct gabion baskets of dimensions stated by engineer and fill with stone (type of stone at present still to be confirmed / agreed – awaiting engineer's response to query)
- Excavate affected area of bank to 'reduced' levels to facilitate the engineer's design; excavated material to be removed from site and disposed of appropriately (if any material can be re-used in some way, please advise so that we note this – part of NNC policy for being less wasteful)
- Provide temporary support to face of excavation as required
- Form sub-base comprising 150mm Type 1 and 150mm concrete (grade of concrete to be confirmed by engineer) to dimensions as shown
- Install the gabions as shown
- Fix the specified geotextile membrane to the rear face of the gabions, suitably lapped to ensure this is continuous; membrane to be turned across the top of the concrete slab so this covers the bottom of the excavation / void
- Lay a perforated pipe at the base of the excavation behind the gabions
- Import granular material to site and backfill the void behind the gabions; this is to be done in sections, compacting as works progress; remove temporary support in stages to facilitate this
- Remove temporary dewatering solution
- Construct a timber post and rail fence along the top of the bank for the length of the repairs / gabion installation and for approximately 2m beyond each end; include for excavating post holes, bedding posts in concrete, and backfilling to leave the ground levels flush
- Remove the fallen tree which is lying across the water course towards the northern end of the repaired section, including cutting up in to manageable sections, pulling up out of the water course, further cutting up into pieces suitable for transport, and disposal of material off site (in line with NNC policy, we would like this to be re-used in some way, even if just being chipped and used for mulching)
- Remove site compound and all associated items
- Allow to undertake remedial works to leave affected / disturbed grounds in good condition and in keeping with adjacent areas (reasonable allowance to be made based on the extent of the works; extensive making good or replacement of finishes is not expected)

## Schedule 2

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



JCT Minor Works  
2024 Edition pdf.pdf



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## **Schedule 3 Goods Contract**



Goods contract.docx

## Schedule 4 Charges (Contract Price)



Schedule 4.pdf

Item	Description	Value	Total
	<b>Enabling Works</b>		
A	Tree Removal, and dispose		
B	Gravel Bags for watercourse management (400mm high)		
		<b>£ 3,050.00</b>	
	<b>Main Works</b>		
A	Excavate to reduced levels		
B	Muck Away		
C	Level and compact formation		
D	Type 1 Fill		
E	Level and compact stone		
F	Concrete FND 2B/35		
G	100mm perforated land drain		
H	Terram 1000		
J	Free Draining gravel backfill (Based on 50m3 Provisional)		
K	Gablon Basket 1000x1000x1000		
L	Gablon Basket 1500x1000x1000		
M	Gablon Basket 2000x1000x1000		
N	Gablon Stone to large baskets (Granite)		
P	Gablon Stone to all other baskets (Limestone)		
R	Extra Over Labour for placement		
S	Timber Edge for path repair		
T	Post and Rail Fence (3 rail) 1200mm		
V	Reduce Level and Prep for new path		
W	Type 1 to path		
X	level and compact		
Y	70mm Base and 30mm Wearing path to make good		
		<b>£ 45,488.85</b>	
	<b>Preliminaries and Temporary Works (based on 7 weeks)</b>		
A	Welfare and weekly empty and provisions		
B	Fencing		
C	Compound / Base		
D	Mobilise / Demobilise		
E	Skip for waste		
F	Track Mats		
G	Signage include footpath closure and maintenance		
H	Enginering		
		<b>£ 11,170.00</b>	
			<b>£ 59,708.85</b>

**Schedule 5  
Variation Form.**

Variation Form No:

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BETWEEN:

**North Northamptonshire Council ("the Employer")**

and

**INSERT** ("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

.....