



Installation of new CCTV cameras and associated equipment in

CCTV Camera technical specification

- The CCTV cameras provided as part of the contract to install the CCTV will meet the following technical specification:

Component	Item	Specification
General	Dimensions	Ø 240mm to 266.6mm Height: maximum of 410mm
	Weight	Maximum 8 kg.
	Function	Mirror, password protection, watermark, IP address filter
	Operating environment	Outdoor temperature: -40° to +70° Celsius
		Humidity: ≤ 90%
	Language	English required. Multiple language capability accepted.
	Power	24 VAC (max. 60W including max.18W for IR and max.6W for heater. Hi-PoE (max. 50W including max.18W for IR and max.6W for heater)
	Resistant to	Dust particles, precipitation from weather and sunlight.
Wiper	Required	
DORI calculation	Standard	BS EN 62676 part 4: 2015
	Detect	Definition: 25px/m – Distance: 2034.5m
	Observe	Definition: 63px/m – Distance: 807.3m
	Recognise	Definition: 125px/m – Distance: 406.9m
	Identify	Definition: 250px/m – Distance: 203.4m
Audio capability	Compression/ (bit rate)	G.711/(64Kbps)
Camera	Image sensor	1/1.8” progressive scan CMOS
	Illumination	Colour: 0.002 LUX (F1.5, AGC ON)
		Black and white: 0.0002 LUX (F1.5, AGC ON)

		With IR – 0 LUX
	Shutter speed	1/1 s to 1/30,000 s
	Zoom	Optical: 25x ; Digital: 16x
	Day and night vision	IR cut filter
	Resolution	Maximum: 1920 x 1080
Camera Lens	Aperture	Maximum F1.5
	Field of View	Horizontal: 59.8° to 3.3° (wide-tele) Vertical: 33.7° to 1.9° (wide-tele) Diagonal: 65° to 3.8° (wide-tele)
	Focal length	5.9mm to 147.55mm
	Focus	Auto, semi-auto, manual and rapid focus
	Zoom (speed)	Optical wide-tele: 4.8 seconds
Deep learning function	Face capture	Detection: up to 30 faces simultaneously. Supports detecting, tracking, capturing, grading, selection of face in motion and output of the best picture of the face.
	Perimeter protection	Line crossing, intrusion, region entrance and exit required. Support alarm triggered by specified target types (vehicle and human) required.
Events	Alarm linkage	Alarm actions: pre-set, patrol scan, pattern scan, memory card video record, trigger recording, notify surveillance centre, upload to FTP/Memory Card/NAS, send e-mail facility.
	Basic	Alarm input and output, exception, motion detection, video tampering alarm.
	Smart	Audio exception detection, intrusion detection, line crossing detection, object removal detection, parking detection, region entrance and exiting detection, unattended baggage detection, vandal-proof alarm.
	Smart tracking	Manual tracking, auto-tracking.
Illuminator	Smart supplement light capability	Required
	Supplement light type	Infra-red (IR)
	SL Range	Distance up to 400 metres
Image	Enhancement	BLC; HLC; 3d; DNR

	Privacy mask	Up to 24 masks, mosaic mask, polygon mask and mask colour configurable
	Regional exposure	Required
	Regional focus	Required
	Settings	Brightness, contrast, gain, saturation, sharpness, white balance adjustable through software and or web browser
	Stabilisation	Gyroscope capability required
	Wide Dynamic Range	140 dB
Interface	Alarm	7 inputs; 2 outputs
	Audio	1 line in: maximum input amplitude: 2-2.4 vpp with input impedance: 1 kΩ ± 10%. 1 line out: line level with output impedance: 600Ω
	Ethernet	1 RJ45 10M/100M self-adaptive port Hi-PoE
	On board storage	<ul style="list-style-type: none"> Built-in memory card slot Up to 256 GB
	RS-485	Contractor to state devices relevant to selected camera in his method statement.
	Video output	1.0V[p-p]/75Ω; PAL; NTSC; BNC connector
Network details	Application programming interface (API)	Contractor to state communication channels relevant to selected camera in his Tender.
	Council	
	Protocols	
	Security	<ul style="list-style-type: none"> Full complicated password protection capability 802.1x authentication Hypertext Transfer Protocol Secure – asymmetric encryption of communication Basic and digest authentication. Control timeout settings IP address filter Security audit logging facility Watermark
	Simultaneous live view	Up to 20 channels

	User/host	Up to 32 users – levels: administrator; operator and user
	Web browser	Compatible with Chrome 57.0+, Safari 11+ and IE11.
Pan, Tilt, Zoom (PTZ)	Pan range / speed	360° / configurable: 0.1° to 210° per second; pre-set speed 280° per second.
	Tilt range / speed	-20° to 90° – auto flip / configurable: 0.1° to 150° per second; pre-set speed 250° per second.
	Park action	Auto scan, frame scan, panorama scan, patrol scan, pattern scan, pre-set, random scan, tilt scan.
	Patrol scan	8 patrols, up to 32 pre-sets for each.
	Pattern scan	4 pattern scans: recording time for each scan minimum of 10 minutes.
	3D positioning	Required
	Pre-sets	300
	Pre-set freezing	Required
	Proportional pan	Required
	PTZ status display	Required
	Power off memory	Required
	Scheduled task	Auto scan, aux output, dome adjust, dome reboot, frame scan, panorama scan, patrol scan, pattern scan, pre-set, random scan, tilt scan.
Road and vehicle traffic detection	Vehicle detection	Required – vehicle licence plate number; vehicle model; vehicle colour recognition.
Video	Main stream (frames per second)	50Hz: 25fps (1920 x 1080; 1280 x 960; 1280 x 720) 60Hz: 30 fps (1920 x 1080; 1280 x 960; 1280 x 720)
	Sub-stream	50Hz: 25fps (704 x 576; 640 x 480; 352 x 288) 60Hz: 30fps (704 x 480; 640 x 480; 352 x 240)
	Third stream	50Hz: 25fps (1920 x 1080; 1280 x 960; 1280 x 720; 704 x 576; 640 x 480; 352 x

		288) 60Hz: 30fps (1920 x 1080; 1280 x 960; 1280 x 720; 704 x 480; 640 x 480; 352 x 240)
	Video compression	Main stream: H.265+/H.265/H.264+/H.264 Sub-stream: H.265/H.264/MJPEG Third stream: H.265/H.264/MJPEG
	H.264	Baseline profile/Main profile/High profile
	H.265	Main profile
	RoI	8 fixed regions for each stream
	SVC	H.264 and H.265 encoding

- The cameras will be operated in accordance with our Data Protection Impact Assessment and our privacy statements for CCTV. A critical factor in protecting private spaces is all the cameras will have privacy masking techniques applied when operators scan a camera's range across residential dwellings etc. The privacy masking technique prevents the camera's view into people's windows etc.
- Security of the cameras and the network operation is of paramount importance. All NNC CCTV networks apply up-to-date and advanced network protection including authenticated access control. No single part of our networks are connected to the open internet or connected to unsecure channels etc.

→ AW1545/UP Cabinet Based Pole



AW1545/12/UP

Fixed height range 4m - 15m
Tilt Down height range 4m - 12m

Designed to meet the specific demands of urban area CCTV, our range of high specification cabinet based poles come as standard with venting, high security locks and high capacity, good quality, treated back boards. With many cabinet sizes, door options and head mounting options, backed up with a full range of accessories, the AW1545 UP pole range offers a comprehensive solution for urban CCTV installations.

Typically used for the following types of installation

- Public area urban CCTV
- Highways
- Industrial and commercial premises
- Schools and universities
- Prisons and detention facilities
- Utilities sites
- Railway platforms & car parks
- Car parks
- Retail Parks
- Sports stadia

Security Features

- Internal cabling
- Close fitting flush doors
- Solid secure heavy duty door locks and high security lock
- Secure venting method
- Internal padlock facility on tilt down poles to protect against un-authorized lowering
- Anchor bolts below ground level

General Features

- Stable structures for all camera types
- Available in 6 standard cabinet sizes, 300, 350, 400, 450, 500 and 600 square (400mm square as standard if not specified)
- Flush fitting door, level with cabinet surface, no external frame combined with flush fitting Altron secure locks and a high security lock giving enhanced security and a clean aesthetic appearance
- 4 point security door locking option
- Standard convection venting eliminates condensation (when the pole base is properly sealed on installation)
- Baffle vents to IP55 available as option
- Demountable winches allow for a secure installation whilst also reducing costs on multiple installations
- A wide range of standard Altron Accessories and Brackets available
- Pole adaptations available to suit customers/project specific requirements
- Constructed in high tensile steel and hot dip galvanised after fabrication for durability
- Option of painting over the galvanised finish in colours available from BS and RAL colour charts
- Also available in 316 stainless steel, architectural finish
- For design, manufacturing and finishing standards, see details on page 107



AW1545/6TD/UP in tilted position

→ AW1545/UP Cabinet Based Pole Technical Specification

Options	PT No.
Decorative banding	/B
Screw in Swan Neck adaptor	/SN
Double door	/DD
Double door with washer bottle conduit	/DD/W
Access cover plate and cable restraining bar	/AC
Altron locks in 4-point arrangement	/A4P
Tamper switch	/TS
Lighting spigot	/LS
Cabinet base size /300 /350 /450 /500 /600	e.g /300

AW1545UP TD

AW1545UP

400mm² cabinet as standard.
(Fixed poles - 10HD - 15m have 500mm² cabinet as standard)

Pole is fixed in the vertical position using 2 no. bolts and locked with internal nuts - has the facility to be padlocked internally to stop unauthorised tilting.

Poles complete with treated equipment mounting board inside compartment. Earthing lugs within pole & on door

All camera mounting plates are Ø 127 with 8 No Ø 8.5 equi-spaced on 101.6 PCD. Ø 40 thro' column spacer

* 4-8m Tilt Down Units baseplate buried 75mm below ground level
* 10-12m Tilt Down Units baseplate buried 200mm below ground level

FOR FOUNDATION AND BOLTING DETAILS REFER TO PAGE 41

Model No.	Height in mtrs A	Max equip weight at top kgs	Max equip surface area m ²	Pole ØB	Cabinet height above ground S	Pole rear clearance when tilting F	Winch part number	Product weight kgs
AW1545UP-Fixed								
AW1545/4/UP	4	40	0.25	168	1300	-	-	216
AW1545/5/UP	5	40	0.25	168	1300	-	-	238
AW1545/6/UP	6	40	0.25	168	1300	-	-	260
AW1545/7/UP	7	40	0.25	168	1300	-	-	292
AW1545/8/UP	8	40	0.25	168	1300	-	-	314
AW1545/8/UP/219	8	40	0.25	219	1300	-	-	350
AW1545/9/UP	9	40	0.25	219	1650	-	-	425
AW1545/10/UP	10	40	0.25	219	1650	-	-	496
AW1545/12/UP	12	40	0.25	273	1650	-	-	866
AW1545/15/UP	15	40	0.25	273	1650	-	-	995
AW1545UP-Fixed Heavy Duty								
Suitable for long offset arms or dual CCTV and lighting applications etc – or high rigidity								
AW1545/8HD/UP	8	80	0.5	219	1650	-	-	396
AW1545/10HD/UP	10	80	0.5	273	1650	-	-	780
AW1545UP TD-Tilt Down								
AW1545/4TD/UP	4	40	0.25	168	1625	1150	DW1000/45	246
AW1545/6TD/UP	6	30	0.25	168	1625	1150	DW1000/45	290
AW1545/8TD/UP	8	25	0.25	168	1625	1150	DW1500/45	335
AW1545/10TD/UP	10	40	0.25	219	2650	2150	DW2500/45	668
AW1545/12TD/UP	12	25	0.25	219	2650	2150	DW2500/45	726

Accessories	
Top mounting brackets for Fixed and PTZ cameras	P76
Swanneck brackets for Dome cameras	P81
Anti-climb guards	P77
Clamp-on camera mounting brackets	P79
Telemetry box mounting brackets	P77
Pole top mounting cages	P83
PIR mounting ring	P84

Quick reference	
Single fixed camera knuckle	PTS-I
Twin fixed camera bracket	TB2-600F
Half swanneck for dome	AW1699H
Full swanneck for dome	AW1699F
Anti climb guard	SGC
PIR mounting ring	AW1962
Accessory bracket	ATBP

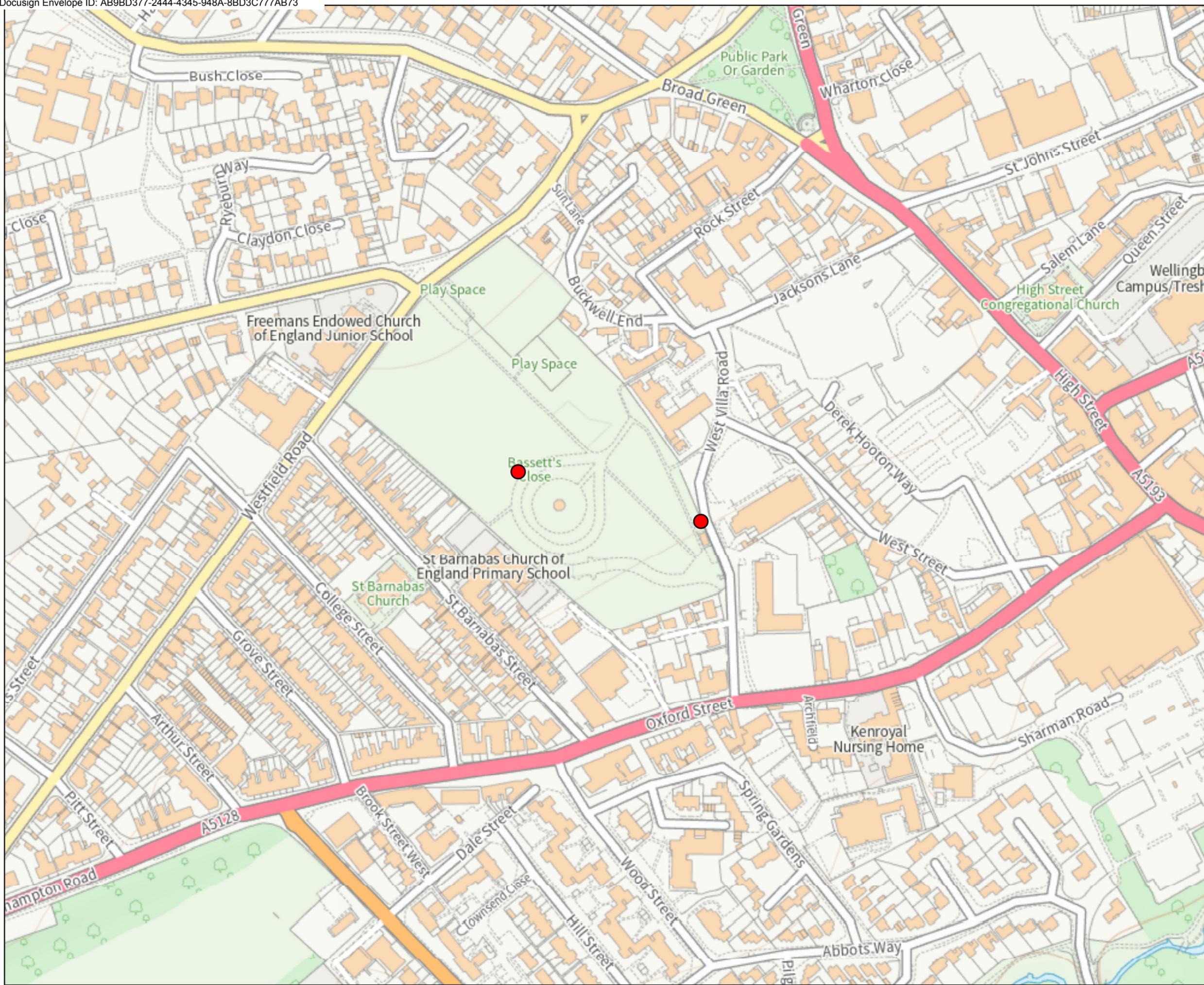
Where payloads are greater than those stated above, please contact Altron
All dimensions in mm unless stated otherwise



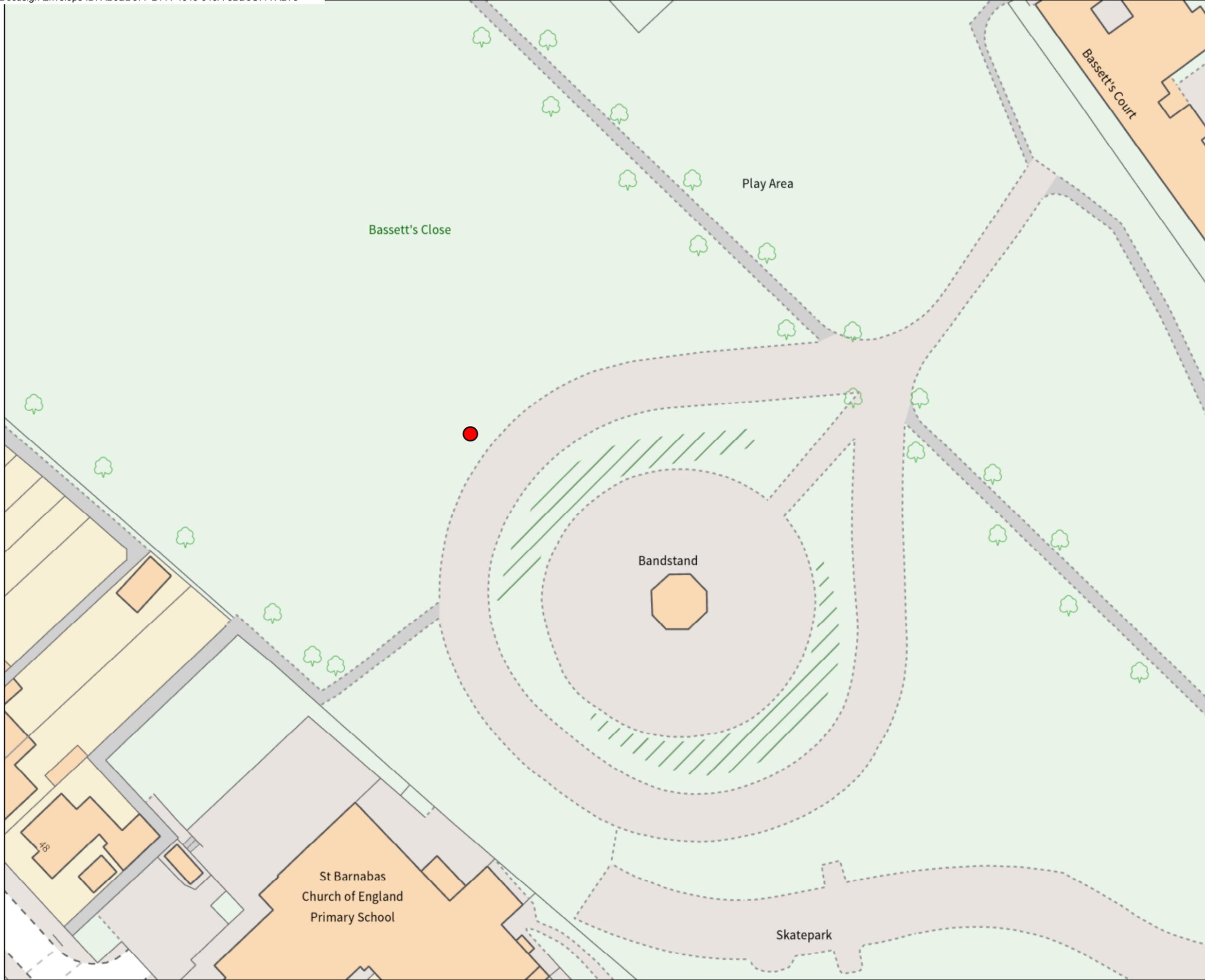
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Wellingborough

2x new CCTV cameras
location map



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Wellingborough

new CCTV camera
Bassetts Close

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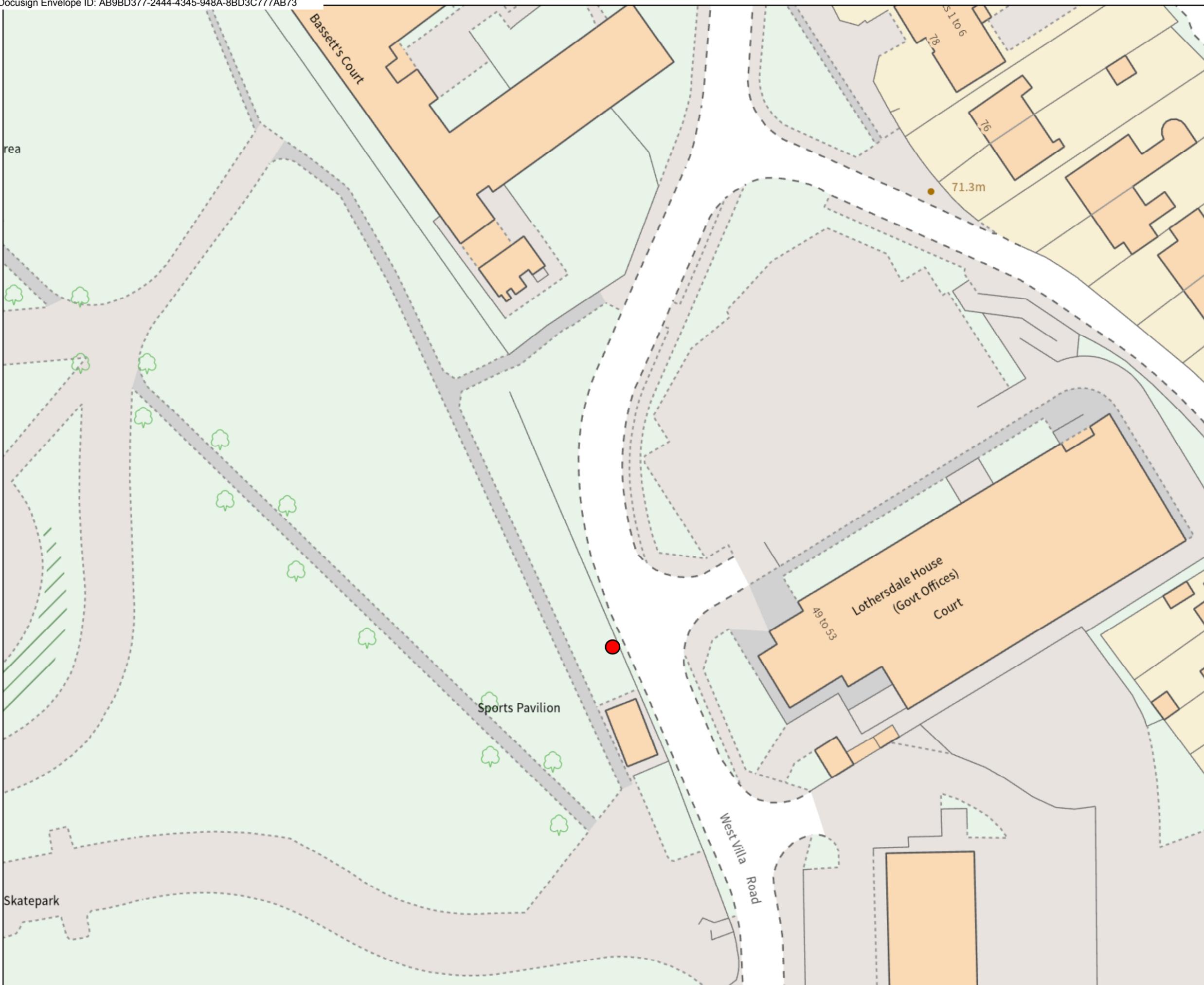
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Wellingborough

new CCTV camera
West Villa Road

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PART 3 - CONDITIONS OF CONTRACT

Form, Type and Conditions of Contract

The form and type of contract will be the JCT Minor Works Building Contract 2024.

This agreement is made the on the date stated at the beginning of it.

Between

The Employer: North Northamptonshire Council

The Contractor: CVL

The Recitals

- | | |
|----------------|---|
| First Recital | The Employer wishes to have the following work carried out:

Supply & Installation of 2 CCTV cameras linked to NNC monitoring room at Bassetts Close Park as per planning NW/24/00176/FUL

under the direction of: Contract Administrator |
| Second Recital | the Employer has the following documents prepared which show and describe the work to be done:
1 Contract Specification
2 CVL Schedule of works and pricing
3 Datasheet
4 Location Plan
5 Close plan

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents') are annexed to this Agreement; |
| Third Recital | the Contractor has supplied the Employer with a copy of the priced Contract Specification |

PART 3 - CONDITIONS OF CONTRACT

Fourth Recital	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 Recital	for the purposes of the Construction (Design and Management) Regulations 2015 ('the CDM Regulations'), the status of the project that comprises or includes the Works is stated in the Contract Particulars
Sixth Recital	where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
Seventh Recitals	whether any of the Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars;

The Articles

Article 1- Contractor's obligations	The Contractor shall carry out and complete the Works in accordance with the Contract Documents.
Article 2 – Contract Sum	£31,145
Article 3 – Collaborative working	The Parties shall work with each other and with other project team members in co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.
Article 4 - Architect/ CA	Contract Administrator: NNC
Article 5 – CDM Regulations - Principal Designer and Principal Contractor	For the purposes of the CDM Regulations: the Principal Designer is: the Principal Contractor is:

PART 3 - CONDITIONS OF CONTRACT

<p>Article 6 – Building Regulations – Principal Designer and Principal Contractor</p>	<p>For the purposes of the Building Regulations: the Principal Designer is: the Principal Contractor is:</p>
<p>Article 7 – Adjudication</p>	<p>If any dispute or difference arises under this Contract either party may refer it to adjudication in accordance with clause 7.3.</p>
<p>Article 8 – Arbitration</p>	<p>Where Article 8 applies, then, subject to Article 7 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 Schedule 1 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are</p> <ul style="list-style-type: none"> - Any disputes or differences arising under or in respect of the CIS or VAT, to the extent that legislation provides another method of resolving such disputes and differences; and - Any disputes or differences in connection with the enforcement of any decision of an Adjudicator
<p>Article 9 – Legal proceedings</p>	<p>Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.</p>

Contract Particulars

<p>Fourth Recital and the JCT Fluctuations Option</p>	<p>Base Date – 3/11/25</p>
<p>Fourth Recital and clause 4.2</p>	<p>Employer at the Base Date is not the ‘contractor’ for the purposes of the CIS</p>
<p>Fifth Recital</p>	<p>CDM Regulations: The project is notifiable</p>
<p>Sixth Recital</p>	<p>Framework Agreement (if applicable): Does not Apply</p>
<p>Seventh Recital and Schedule 2</p>	<p>Supplemental Provisions Supplemental Provision 1: Health and safety applies Supplemental Provision 2: Cost savings and value improvements applies Supplemental Provision 3: Performance indicators and monitoring applies</p>
<p>Article 8 - Arbitration</p>	<p>Article 8 and Schedule 1 (Arbitration) applies</p>

PART 3 - CONDITIONS OF CONTRACT

1.6.2 – Addresses for service of notices by the Parties	Employer: North Northamptonshire Council Contractor: CVL
	The respective email addresses for the Parties are
	Employer’s email: Rajvinder.gill@northnorthants.gov.uk Contractor’s email: marcus.eaves@cvlsystems.com
2.2 – Commencement and Completion	Works commencement date: TBC Date for completion: Jan 2026 - TBC
2.8 - Liquidated Damages	The contractor will owe £500 per day for every day past the project deadline that substantial completion is not achieved. The total amount of liquidated damages shall not exceed ten percent (10%) of the total value of the contract.
2.10 - Rectification period	Period 12 months from the date of practical completion
4.3 – Interim Payments	The contract price to be paid by instalments issued by the contractor and agreed by NNC.
4.4 – Payments due prior to practical completion	95%
4.4 – Payments becoming due on or after practical completion	97½ %
4.4 and 4.9 – Fluctuations provision	No fluctuations provision applies
4.9.1 - Supply of documentation for computation of amount to be finally certified	Period 2 month from the date of practical completion.
5.3 - Contractor’s Public Liability Insurance; injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event)	£10,000,000 (ten million pounds)
5.4, 5.5 and 5.6 - Insurance of the Works etc- alternative provisions	Clause 5.6 (Works and existing structures insurance by other means)
5.6 – Insurance Arrangements	If clause 5,6 (above) applies, insert details of required insurance policy/policies:

PART 3 - CONDITIONS OF CONTRACT

Public & Products Liability - £5,000,000
Employers Liability - £5,000,000
Professional Indemnity - £2,000,000

6.2.3.2 Service of notices by email	Clause 6.2.3.2 applies Employer's email: As above Contractor's email: As above
7.1 Notification and negotiation of disputes	The respective nominees of the Parties Cc Employer's nominee: NNC Contractor's nominee: Marcus Eaves
7.3 - Adjudication	The Royal Institution of Chartered Surveyors
Schedule 1 (paragraph 2.1) - Arbitration – appointer of Arbitrator (and of any replacement)	President or a Vice-President: Royal Institution of Chartered Surveyor
Execution	The Contract: will be executed as a deed.



MW 2024

Minor Works Building Contract 2024

SPECIMEN

2024

MINOR WORKS BUILDING CONTRACT

Minor Works Building Contract (MW)

Appropriate:

- where the work involved is simple in character;
- where the work is designed by or on behalf of the Employer;
- where the Employer is to provide drawings and/or a specification and/or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator is to administer the conditions.

Can be used:

- by both private and local authority employers.

Not suitable:

- where bills of quantities are required;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed including (but not limited to) detailed provisions governing extensions of time and loss and expense;
- where the Contractor is to design discrete part(s) of the works, even though all the other criteria are met – consider using the Minor Works Building Contract with contractor's design (MWD).

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For details of 2024 Edition changes, see the Guidance Notes and the Tracked Change Document.

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Agreement

This Agreement

is made the _____ 20 _____

Between

The Employer _____

_____ (Company No. _____)^[1]

of/whose registered office is at _____

And

The Contractor _____

_____ (Company No. _____)^[1]

of/whose registered office is at _____

[1] 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 Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

Recitals

Whereas

First

the Employer wishes to have the following work carried out^[2]:

at _____
_____ ('the Works')
under the direction of the Architect/Contract Administrator referred to in Article 4;

Second

the Employer has had the following documents prepared which show and describe the work to be done:

the drawings numbered/listed in _____ ('the Contract Drawings')^[3]^[4]
a Specification ('the Contract Specification')^[3]
Work Schedules^[3]

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents')^[5] are annexed to this Agreement^[6];

Third

the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules or with a Schedule of Rates^[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;

[2] State nature and location of intended works.

[3] Delete as appropriate.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them.

[5] It is envisaged that in those cases where there is an applicable BIM or other communications protocol this will be included within one of the Contract Documents identified in the Second Recital.

[6] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

Fifth

for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Sixth

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

Seventh

whether any of Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars;

SPECIMEN

Articles

Now it is hereby agreed as follows

Article 1 Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer will pay the Contractor at the times and in the manner specified in the Conditions the 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 behaviour and address behaviour which is not collaborative.

Article 4 Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator^[7] is

of _____

or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[7] Unless the person appointed by or under Article 4 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint itself to the role without the Contractor's prior agreement.

Article 5 CDM Regulations – Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

the Principal Designer is the Architect/Contract Administrator

(or)^[8] _____

of _____

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

the Principal Contractor is the Contractor

(or)^[8] _____

of _____

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

Article 6 Building Regulations – Principal Designer and Principal Contractor

For the purposes of the Building Regulations (where applicable):

the Principal Designer is the Architect/Contract Administrator

(or)^[8] _____

of _____

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

the Principal Contractor is the Contractor

(or)^[8] _____

of _____

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

Article 7 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.3.^[9]

[8] Insert the name of the Principal Designer if the Architect/Contract Administrator is not to fulfil the role and that of the Principal Contractor if it is to be a person other than the Contractor. Under the CDM Regulations, regardless of whether or not a project is notifiable, and (where applicable) 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 Guidance Notes.

[9] 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 Guidance Notes.

Article 8 **Arbitration**

Where Article 8 applies^[10], then, subject to Article 7 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 Schedule 1 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR)^[11]. The exceptions to this Article 8 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 9 **Legal proceedings^[10]**

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

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[10] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 8 and Schedule 1 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 9 (see also clause 1.8).

[11] See the Guidance Notes.

Contract Particulars

*Note: An asterisk * indicates text that is to be deleted as appropriate.*

Fourth Recital and the JCT Fluctuations Option (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)

Base Date

Fourth Recital and clause 4.2

Construction Industry Scheme (CIS)

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

Fifth Recital

CDM Regulations^[12]

* the project
is/is not notifiable

Sixth Recital

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

Seventh Recital and Schedule 2

Supplemental Provisions^[13]

(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision applies.)

* Supplemental Provision 1: Health and safety
applies/does not apply

* Supplemental Provision 2: Cost savings and value improvements
applies/does not apply

* Supplemental Provision 3: Performance Indicators and monitoring
applies/does not apply

[12] Under the CDM Regulations a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

[13] Supplemental Provision 4 (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 5 (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.

Article 8

Arbitration

(If neither entry is deleted, Article 8 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and Schedule 1 apply.)^[14]

Article 8 and Schedule 1 (*Arbitration*)
* apply/do not apply

1.6.2

Addresses for service of notices by the Parties

(If a Party's address is not stated, it shall, subject to clause 1.6.2, be that shown at the commencement of the Agreement.)

Employer

Contractor

The respective email addresses for the Parties are

Employer's email

Contractor's email

or, subject to clause 1.6.2, such other email address as each Party may notify to the other from time to time

2.2

Works commencement date

Date for Completion

or such later date for completion as is fixed under clause 2.7

2.8

Liquidated damages

at the rate of

£ _____ per _____ ^[15]

[14] 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 Guidance Notes. See also footnote [10].

[15] Insert 'day', 'week' or other period.

2.10

Rectification Period
 (The period is 3 months unless a different period is stated.)

_____ months^[16]
 from the date of practical completion

4.3

Interim payments – Interim Valuation Dates^[17]
 (Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals.)

The first Interim Valuation Date is

 and thereafter at intervals of

4.4

Payments due prior to practical completion – percentage of the total value of work etc.
 (The percentage is 95 per cent unless a different rate is stated.)

_____ per cent^[16]

Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor
 (The percentage is 97½ per cent unless a different rate is stated.)

_____ per cent^[16]

4.4 and 4.9

Fluctuations provision^[18]
 (Unless another provision or entry is selected, the JCT Fluctuations Option applies. References in this Contract to the JCT Fluctuations Option (or any provision as set out in such Option) are references to the JCT 2024 edition of that Option.)

- * JCT Fluctuations Option (Contribution, levy and tax changes) applies
- * no fluctuations provision applies
- * the following fluctuations provision applies

Percentage addition for the JCT Fluctuations Option (paragraph 13) (if applicable)

_____ per cent

[16] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.4.

[17] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.

[18] Unless the fluctuations provision is to be the JCT Fluctuations Option, delete all but one of the asterisked choices. The printed text of the JCT Fluctuations Option is no longer included in JCT contract documents but continues to be available on the JCT website www.jctltd.co.uk. If an alternative fluctuation is to be used, the document(s) in which it is contained should be identified here.

4.9.1

Supply of documentation for computation of amount to be finally certified
(The period is 3 months unless a different period is stated.)

_____ months^[16]
from the date of practical completion

5.3

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

5.4, 5.5 and 5.6

Insurance of the Works etc. – alternative provisions^[19]

- * Clause 5.4 (Works insurance by Contractor in Joint Names) applies
- * Clause 5.5 (Works and existing structures insurance by Employer in Joint Names) applies
- * Clause 5.6 (Works and existing structures insurance by other means) applies

5.4 and 5.5

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

_____ per cent

5.6

Insurance arrangements – details of the required policy or policies
are set out in the following document(s)

[19] As to choice of applicable insurance provisions, see the Guidance Notes.
Where there are existing structures, it is vital that any prospective Employer – in particular any Employer which is a tenant or a domestic homeowner – which is not familiar with clause 5.5 and the possible solutions under clause 5.6, or an appropriate member of the Employer's professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer which is a tenant should also consult its insuring landlord prior to that stage.

6.2.3.2

Service of notices by email

(If neither entry is deleted or an email address for each Party is not specified, clause 6.2.3.2 shall not apply.)

Clause 6.2.3.2
* applies/does not apply

Employer's email

Contractor's email

7.1

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

7.3

Adjudication^[20]

The Adjudicator is _____

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

(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If a body has not been selected from those listed below or another body chosen and inserted, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * Royal Institute of British Architects
- * The Royal Institution of Chartered Surveyors
- * constructionadjudicators.com^[21]
- * Chartered Institute of Arbitrators

* _____

[20] 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.

[21] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

Schedule 1 (paragraph 2.1)

Arbitration^[22]: appointor of Arbitrator (and of any replacement) – the appointor is
(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)
(If no body is selected from those listed below or another body chosen and inserted, the appointor shall be the President or a Vice-President of the body listed below selected by the Party serving the first notice of arbitration under paragraph 2 of Schedule 1. For any subsequently served notice of arbitration from any Party under paragraph 2 of Schedule 1, the appointor shall be the President or a Vice-President of the same body that was selected for the first notice of arbitration.)

President or a Vice-President:

- * Royal Institute of British Architects
- * The Royal Institution of Chartered Surveyors
- * Chartered Institute of Arbitrators

* _____

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[22] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and Schedule 1 (Arbitration) apply.

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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 the main factor relevant to that choice, see the Guidance Notes.

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 a 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."^[23] 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.

[23] 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.

Execution under hand

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

witness' signature

witness's name

witness's address

Signed by or on behalf of
the Contractor

in the presence of:

witness' signature

witness's name

witness's address

Notes on Execution as a Deed

- 1 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 in 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 the *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 then 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.

Executed as a Deed by the Employer

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)

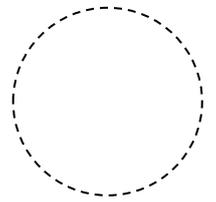
Signature Company Secretary/Director

(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.

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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)

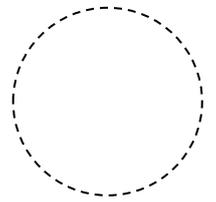
Signature Company Secretary/Director

(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.

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Conditions

Section 1 Definitions and Interpretation

1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, words and phrases defined in the Agreement shall have the same meanings in these Conditions and the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below:

Agreement: the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

All Risks Insurance^[24]: insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear,
 - (ii) obsolescence, or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[25];
- (c) loss or damage caused by or arising from:
 - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
 - (iii) an Excepted Risk.

Article: an article in the Agreement.

[24] The definition of All Risks Insurance defines the risks for which insurance is required. Policies issued by insurers are not standardised and the way in which insurance for those risks is expressed varies.

[25] In any policy for All Risks Insurance taken out under clause 5.4 or 5.5.2, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of those insurance clauses or of that definition. Wider All Risks cover than that specified may be available, though it is not standard.

Base Date: the date stated as such date in the **Contract Particulars** (against the **Fourth Recital** and the JCT Fluctuations Option).

Building Regulations: the Building Regulations 2010.

Business Day: any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Conditions: the clauses set out in sections 1 to 7, together with and including the Schedules hereto.

Construction Industry Scheme (or 'CIS'): see the **Fourth Recital**.

Construction Phase Plan: the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

Contract Particulars: the particulars in the **Agreement** and there described as such, including the entries made by the Parties.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the site in connection therewith, excluding the Architect/Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

Employer's Persons: all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Architect/Contract Administrator and any Statutory Provider.

Excepted Risks: ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

Interim Valuation Date: each date as specified by the **Contract Particulars** (against the reference to **clause 4.3**).

Joint Names Policy: a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

Parties: the Employer and the Contractor together.

Party: either the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Principal Contractor: the Contractor or other contractor named in **Article 5** or **Article 6** or any successor appointed by the Employer.

Principal Designer: the Architect/Contract Administrator or other person named in **Article 5** or **Article 6** or any successor appointed by the Employer.

Provisional Sum: includes a sum provided for work that the Employer may or may not decide to have carried out, or which cannot be accurately specified in the Contract Documents.

Public Holiday: Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.^[26]

Recitals: the recitals in the **Agreement**.

[26] Amend as necessary if different Public Holidays are applicable.

Rectification Period: the period stated as such period in the **Contract Particulars** (against the reference to **clause 2.10**).

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to the Works which are intended for incorporation therein.

Specified Perils: fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Statutory Provider: any person executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by such person upon or in connection with that work.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any person which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected.

Termination Payment: a payment to which **clauses 6.7.5, 6.11.4** and **6.12** refer.

VAT: Value Added Tax.

Works Insurance Policy: the Joint Names Policy or policies covering the Works and Site Materials to be effected and maintained under whichever of clauses 5.4, 5.5 and 5.6 applies.

1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in the Contract Drawings, the Contract Specification or the Work Schedules, nor anything in any Framework Agreement, shall override or modify the Agreement or these Conditions.

1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom.

1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

1.5 Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person which is not a party to it.

1.6 Notices and other communications

- 1.6.1 Each notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means and shall be duly given or served if:
 - 1.6.2.1 delivered by hand or sent by pre-paid post to the recipient's address stated in the Contract Particulars against clause 1.6.2, or to such other address as the recipient may from time to time notify to the sender, or if no such address is then current, the recipient's last known principal business address or (where a body corporate) its registered or principal office; or
 - 1.6.2.2 sent by email to the recipient's email address stated in the Contract Particulars against clause 1.6.2, or to such other email address as the recipient may from time to time notify to the sender.

1.7 Consents and approvals

- 1.7.1 Where consent or approval of either Party or the Architect/Contract Administrator is expressly required under these Conditions and is requested, then, except as provided in clause 1.7.2, such consent or approval shall not be unreasonably delayed or withheld.
- 1.7.2 In the following cases the giving of consent or approval shall be at the sole discretion of the Party from which it is sought and clause 1.7.1 shall not apply, namely the Employer's consent under clause 2.10 and either Party's consent under clause 3.1.

1.8 Applicable law

This Contract shall be governed by and construed in accordance with the law of England.^[27]

Section 2 Carrying out the Works

2.1 Contractor's obligations

- 2.1.1 The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.
- 2.1.2 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a variation under clause 3.6.1, may result in an improvement in environmental performance and sustainability in the carrying out of the Works or of the completed Works and a reduction in environmental impact, provided that no such instruction shall impose on the Contractor obligations in relation to design under this Contract.
- 2.1.3 The Contractor shall provide to the Employer all information that the Employer reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.
- 2.1.4 Insofar as the quality of materials or standards of workmanship are stated to be a matter for the Architect/Contract Administrator's approval, such quality and standards shall be to the Architect/Contract Administrator's reasonable satisfaction.

[27] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

2.1.5 The Contractor shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

2.2 Commencement and completion

The Works may be commenced on and shall be completed by the respective dates stated in the Contract Particulars.

2.3 Architect/Contract Administrator's duties

The Architect/Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works and all certificates required by these Conditions.

2.4 Correction of inconsistencies

Any inconsistency in or between the Contract Drawings, the Contract Specification and the Work Schedules shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.6.1.

2.5 Divergences from Statutory Requirements

2.5.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and the Contract Documents or between the Statutory Requirements and any instruction from the Architect/Contract Administrator, it shall immediately notify the latter, specifying the divergence.

2.5.2 Provided the Contractor is not in breach of clause 2.5.1, the Contractor shall not be liable under this Contract if the Works do not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Contract Documents or the Architect/Contract Administrator's instructions.

2.6 Fees or charges legally demandable

The Contractor shall pay any fees or charges (including any rates or taxes) legally demandable under any of the Statutory Requirements. Such fees and charges shall not be reimbursable to the Contractor by the Employer unless otherwise agreed.

2.7 Extension of time

If it becomes apparent that the Works will not be completed by the Date for Completion as stated in the Contract Particulars or as later fixed under this clause 2.7, the Contractor shall thereupon notify the Architect/Contract Administrator. Where that delay occurs for reasons beyond the control of the Contractor, including compliance with Architect/Contract Administrator's instructions that are not occasioned by a default of the Contractor, the Architect/Contract Administrator shall give such extension of time for completion as may be reasonable and notify the Parties accordingly. Reasons within the control of the Contractor include any default of the Contractor, of any Contractor's Person or of any of their respective suppliers of goods or materials for the Works.

2.8 Damages for non-completion

2.8.1 If the Works are not completed by the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.7, the Employer may require the Contractor to pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between such Date for Completion and the date of practical completion.

2.8.2 Subject to clause 2.8.3, the Employer may deduct the liquidated damages from any sum due to the Contractor under this Contract (provided a notice of that deduction has been given under clause 4.6.4 or (if applicable) 6.12.3 or 6.12.5) or recover those damages from the Contractor as a debt.

2.8.3 If the Employer intends to deduct any such damages from any sum due to the Contractor under this Contract or thereafter recover such damages as a debt, it shall additionally notify the Contractor of that intention not later than the due date for the final payment under clause 4.9.1 or (if applicable) the Termination Payment under clause 6.7.4 or 6.11.3.

2.8.4 If the Contractor's employment is terminated under this Contract:

2.8.4.1 where the date of termination occurs prior to the date of practical completion, the provisions of clauses 2.8.1 to 2.8.3 shall apply in respect of the period between the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.7 and the date of termination, and the reference to the date of practical completion in clause 2.8.1 shall be deemed to be a reference to the date of termination;

2.8.4.2 in respect of the period after the date of termination, subject to clause 2.8.4.1, the Employer shall not be empowered to require the payment of or to deduct liquidated damages under clause 2.8 but the provisions of this clause 2.8.4.2 shall be without prejudice to and not in substitution of any other rights and remedies of the Employer.

2.9 Practical completion

The Architect/Contract Administrator shall certify the date when in its opinion the Works have reached practical completion and the Contractor has complied sufficiently with clause 3.9 in respect of the supply of documents and information.

2.10 Defects

If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods or workmanship not in accordance with this Contract the Architect/Contract Administrator shall not later than 14 days after the expiry of the Rectification Period notify the Contractor and the Contractor shall make good such defects, shrinkages or other faults entirely at its own cost unless the Architect/Contract Administrator with the Employer’s consent instructs otherwise. If the Architect/Contract Administrator instructs otherwise, an appropriate deduction may be made from the Contract Sum.

2.11 Certificate of making good

The Architect/Contract Administrator shall, when in its opinion the Contractor’s obligations under clause 2.10 have been discharged, forthwith issue a certificate specifying the date they were discharged.

Section 3 Control of the Works

3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

3.2 Person-in-charge

The Contractor shall ensure that at all reasonable times it has on the site a competent person in charge. Any instructions given to that person by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.

3.3 Sub-contracting

3.3.1 The Contractor shall not without the Architect/Contract Administrator’s consent sub-contract the whole or any part of the Works. In no case shall any such consent or any sub-contracting in any way affect the Contractor’s obligations under any other provision of this Contract.

3.3.2 Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Short Form of Sub-Contract. It shall be a condition of any sub-contract that:

3.3.2.1 the sub-contractor’s employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor’s employment under this Contract;

3.3.2.2 (without limiting either party's statutory and/or regulatory duties) each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations^[28];

3.3.2.3 if by a final date for payment under the sub-contract the Contractor fails to pay the sub-contractor any amount that should properly have been paid, the Contractor shall, in addition to that amount, pay simple interest on it at the Interest Rate for the period from the final date for payment until such payment is made, such payment of interest to be on and subject to terms equivalent to those of clause 4.7 of these Conditions.

3.4 Architect/Contract Administrator's instructions

The Architect/Contract Administrator may issue instructions and the Contractor shall forthwith comply with them. If instructions are given orally, they shall not have effect until the Architect/Contract Administrator confirms them in writing.

3.5 Non-compliance with instructions

If within 7 days after receipt of a notice from the Architect/Contract Administrator requiring compliance with an instruction the Contractor does not comply, the Employer may employ and pay other persons to execute work of any kind that may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction may be made from the Contract Sum.

3.6 Variations

3.6.1 The Architect/Contract Administrator may without invalidating this Contract issue instructions requiring an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out (a 'variation').

3.6.2 The Architect/Contract Administrator and the Contractor shall endeavour to agree a price prior to the Contractor carrying out the instruction.

3.6.3 Failing agreement under clause 3.6.2, any instructions for a variation and any matters that are to be treated as a variation shall be valued by the Architect/Contract Administrator on a fair and reasonable basis using any relevant prices in the priced Contract Specification/Work Schedules/Schedule of Rates, and the valuation shall include any direct loss and/or expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with the instruction.

3.7 Provisional Sums

The Architect/Contract Administrator shall issue instructions in regard to the expenditure of any Provisional Sums included in the Contract Documents; failing agreement on price, such instructions shall be valued on the basis set out in clause 3.6.3.

3.8 Exclusion from the Works

The Architect/Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the site of any person employed thereon.

3.9 CDM Regulations and Part 2A of the Building Regulations

Without limiting either Party's statutory and regulatory duties and responsibilities, each Party undertakes to the other that in relation to the Works and site it will duly comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations^[29], and in particular but without limitation:

[28] See footnote [29] to clause 3.9 below.

[29] Part 2A of the Building Regulations, introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022, sets out a framework of safety duties and competence requirements for those persons involved in the procurement, design and undertaking of building work to which building regulations apply (including higher-risk building work for which additional duties apply).
If any project involves higher-risk building work, see the Guidance Notes.

- 3.9.1 the Employer shall ensure that the Principal Designer carries out its duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out its duties under those regulations;
- 3.9.2 the Contractor shall comply with:^[30]
 - 3.9.2.1 regulations 8 and 15 of the CDM Regulations and, where it is the Principal Contractor for the purposes of the CDM Regulations, with regulations 12 to 14 of those regulations; and
 - 3.9.2.2 regulations 11F, 11J and 11L of the Building Regulations and, where it is the Principal Contractor for the purposes of the Building Regulations, with regulation 11N of those regulations;
- 3.9.3 if the Employer appoints a replacement for any Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

Section 4 Payment

4.1 VAT

The Contract Sum is exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

4.2 Construction Industry Scheme (CIS)

If the Employer is or at any time up to the payment of the final certificate becomes a 'contractor' for the purposes of the CIS^[31], its obligation to make any payment under this Contract is subject to the provisions of the CIS.

4.3 Interim payments – dates and certificates

- 4.3.1 During the period up to the due date for the final payment fixed under clause 4.9.1, the due dates for interim payments to the Contractor shall in each case be the date 7 days after the relevant Interim Valuation Date.
- 4.3.2 The Architect/Contract Administrator shall not later than 5 days after each due date issue an interim certificate, stating the sum that it considers to be or have been due to the Contractor at the due date, calculated in accordance with clause 4.4, and the basis on which that sum has been calculated, including the amount of each adjustment.
- 4.3.3 Subject to clause 4.6.3, the final date for payment of each interim payment shall be 14 days from its due date.

4.4 Interim payments – calculation of sums due

The amount of each interim payment to be certified under clause 4.3.2 shall be the applicable percentage, as stated in the Contract Particulars, of the total value of:

- 4.4.1 work properly executed, adjusted where relevant for any amounts ascertained or agreed under clause 3.6, 3.7 or 4.8; and
- 4.4.2 materials and goods reasonably and properly brought on to the site for the purpose of the Works that are adequately protected against weather and other casualties

[30] Under the CDM Regulations and the Building Regulations, where the Employer is a domestic client (as defined in regulation 2(1) in both sets of regulations), the Principal Contractor may also be responsible for carrying out certain of the client's duties.

[31] See the Contract Particulars (Fourth Recital and clause 4.2).

in both cases calculated as at the Interim Valuation Date and adjusted for any fluctuations provision that is stated by the Contract Particulars to apply, less the total of sums stated as due to the Contractor in previous interim certificates, any sums paid in respect of any payment notice given by the Contractor after the issue of the latest interim certificate and, if applicable, any deduction under clause 2.10 or 3.5.

4.5 Contractor's applications and payment notices

4.5.1 In relation to any interim payment the Contractor may not later than its Interim Valuation Date or, in the case of the final payment, may at any time prior to issue of the final certificate make an application to the Architect/Contract Administrator, stating the sum that the Contractor considers to be due to it at the relevant due date, as fixed in accordance with clause 4.3 or 4.9, and the basis on which that sum has been calculated.

4.5.2 If a certificate is not issued in accordance with clause 4.3 or 4.9, then:

4.5.2.1 where the Contractor has made an application for that payment in accordance with clause 4.5.1, that application is for the purposes of these Conditions a payment notice; or

4.5.2.2 where the Contractor has not made such an application, it may at any time after the 5 day period referred to in clause 4.3.2 or 4.9.2 give a payment notice to the Architect/Contract Administrator, stating the sum that the Contractor considers to have become due to it under clause 4.4 or 4.9 at the relevant due date and the basis on which that sum has been calculated.

4.6 Payments – amount and notices

4.6.1 Subject to any notice given by the paying Party under clause 4.6.4, the paying Party shall pay the sum stated as due in the relevant certificate on or before the final date for payment under clause 4.3 or 4.9.

4.6.2 If that certificate is not issued in accordance with clause 4.3 or 4.9 but a Contractor's payment notice has been or is then given, the Employer shall, subject to any notice subsequently given by it under clause 4.6.4, pay the Contractor the sum stated as due in the Contractor's payment notice.

4.6.3 Where the Contractor gives a payment notice under clause 4.5.2.2, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after expiry of the 5 day period referred to in clause 4.5.2.2 that the Contractor's payment notice is given.

4.6.4 Where:

4.6.4.1 the Employer intends to pay less than the sum stated as due from it in a certificate or, where applicable, the Contractor's payment notice; or

4.6.4.2 if the final certificate shows a balance due to the Employer, the Contractor intends to pay less than the sum stated as due,

the Party by which the payment is stated to be payable shall not later than 5 days before the final date for payment give the other Party notice of that intention (a 'pay less notice'), stating the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated. Where a pay less notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.

4.6.5 A pay less notice to be given by the Employer under clause 4.6.4 may be given on its behalf by the Architect/Contract Administrator or by any other person which the Employer notifies the Contractor as being authorised to do so.

4.6.6 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

4.7 Failure to pay amount due

- 4.7.1 If either Party fails to pay a sum, or any part of it, due to the other Party under these Conditions by the final date for payment, it shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.
- 4.7.2 Any such unpaid amount and any interest under clause 4.7.1 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the recipient's right to proper payment of the principal amount due or of the Contractor's rights to suspend performance under clause 4.8 or terminate its employment under section 6.

4.8 Contractor's right of suspension

- 4.8.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Architect/Contract Administrator, of its intention to suspend performance of its obligations under this Contract and the grounds for such suspension, the Contractor, without affecting its other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.8.2 Where the Contractor exercises its right of suspension under clause 4.8.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising the right.
- 4.8.3 Applications in respect of any such costs and expenses shall be made to the Architect/Contract Administrator and the Contractor shall with its application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next interim certificate.

4.9 Final certificate and final payment

- 4.9.1 Following practical completion the Contractor shall within the period stated in the Contract Particulars supply to the Architect/Contract Administrator all documentation reasonably required for computation of the final payment. The due date for the final payment shall be 28 days after either the date of receipt of the documentation or, if later, the date specified in the certificate under clause 2.11.
- 4.9.2 Not later than 5 days after that due date the Architect/Contract Administrator shall issue a final certificate which shall state:
 - 4.9.2.1 the Contract Sum, as adjusted for the amounts referred to in clause 4.4.1, any fluctuations provision that applies and any deductions made under clause 2.10 or 3.5;
 - 4.9.2.2 the sum of amounts stated as due in interim certificates plus any amount paid in respect of any Contractor's payment notice in accordance with clause 4.6 that is not reflected in a subsequent certificate,

and (without affecting the rights of the Contractor in respect of any interim payment not paid in full by the Employer by its final date for payment) the final payment shall be the difference (if any) between the two sums, which shall be shown in the certificate as a balance due to the Contractor from the Employer or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

- 4.9.3 Subject to clause 4.6.3, the final date for payment of the final payment shall be 14 days from its due date.

4.10 Fixed price and fluctuations provisions

Subject to clauses 3.6, 3.7 and 4.8 and any fluctuations provision that is stated by the Contract Particulars (for clauses 4.4 and 4.9) to apply, no account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

Section 5 Injury, Damage and Insurance

5.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Provider.

5.2 Contractor's liability – loss, injury or damage to property

Subject to clauses 5.2.1 to 5.2.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works and/or Site Materials) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person. In respect of existing structures and their contents:

- 5.2.1 where clause 5.5 applies, the Contractor's liability and indemnity under this clause 5.2 also excludes any loss or damage to those existing structures or to any of their contents that are required to be insured under clause 5.5.1 that is caused by any of the risks or perils required or agreed to be insured against under clause 5.5;
- 5.2.2 the exclusion in clause 5.2.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person;
- 5.2.3 where clause 5.6 applies, the Contractor's liability and indemnity under this clause 5.2 shall, in respect of loss, injury or damage to those existing structures and their contents due to the causes specified in clause 5.2, be subject to any limitations and exclusions specified in the insurance arrangements under clause 5.6 identified in the Contract Particulars.

5.3 Contractor's insurance of its liability

Without limiting or affecting its indemnities to the Employer under clauses 5.1 and 5.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

- 5.3.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
- 5.3.2 for all other claims to which clause 5.3 applies^[32], shall indemnify the Employer in like manner to the Contractor, but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars for clause 5.3.

[32] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 5.3 may not be co-extensive with the indemnity given to the Employer in clauses 5.1 and 5.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

5.4 Joint Names Insurance of the Works by Contractor^{[33][34]}

If the Contract Particulars state that clause 5.4 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees) and shall maintain such Joint Names Policy up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

5.5 Joint Names Insurance of the Works and existing structures by Employer^[34]

If the Contract Particulars state that clause 5.5 applies, the Employer shall effect and maintain:

5.5.1 a Joint Names Policy in respect of the existing structures together with the contents of them owned by it or for which it is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;

5.5.2 a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees)

and shall maintain such Joint Names Policies up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

5.6 Insurance of the Works and existing structures by other means^[34]

If the Contract Particulars state that clause 5.6 applies, the insurance arrangements identified by those particulars shall apply and each Party shall effect and maintain the policy or policies for which it is stated to be responsible or shall ensure that such policy or policies are effected and maintained, in each case in and on the specified terms.

5.7 Evidence of insurance

Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 5.3, 5.4, 5.5 and 5.6, or is responsible for ensuring that it is effected and maintained, that Party shall within 7 days of a request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

5.8 Loss or damage – insurance claims and reinstatement

5.8.1 If during the carrying out of the Works any loss or damage affecting any executed work or Site Materials is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith notify the Architect/Contract Administrator and the Employer.

5.8.2 Subject to clauses 5.8.5.1 and 5.8.6, the occurrence of such loss or damage to executed work or Site Materials shall be disregarded in calculating any amounts payable to the Contractor under this Contract.

5.8.3 The Contractor, for itself and its sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.

5.8.4 Where loss or damage affecting executed work or Site Materials is occasioned by any risk covered by the Works Insurance Policy, the Contractor, after any inspection required by the insurers under that policy, shall and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.

[33] Where the Contractor has in force an All Risks Policy which insures the Works, this Policy may be used to provide the insurance required by clause 5.4 provided the Policy recognises the Employer as a composite insured in respect of the Works.

[34] As to choice of applicable insurance provisions, see the Guidance Notes.

5.8.5 Where clause 5.4 applies or where clause 5.6 applies and the Contractor is responsible for effecting the Works Insurance Policy:

5.8.5.1 the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Architect/Contract Administrator at the same dates as those for interim certificates under clause 4.3 but without deduction of retention and less only the amounts referred to in clause 5.8.5.2;

5.8.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by it to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

5.8.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy and for the purposes of clause 2.7, but not otherwise under these Conditions, such work shall be treated as a variation under clause 3.6.

5.8.6 Where clause 5.5 applies, where clause 5.6 applies and the Employer is responsible for effecting the Works Insurance Policy or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a variation under clause 3.6.

5.9 Loss or damage to existing structures – right of termination

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, terminate the Contractor's employment under this Contract by notice given to the other within 28 days of the occurrence of that loss or damage. If such notice is given, then:

5.9.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to which it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;

5.9.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.11 shall apply.

Section 6 Termination

6.1 Meaning of insolvency

For the purposes of these Conditions a person becomes insolvent on:

6.1.1 the making of an administration, bankruptcy or winding-up order against it, appointment of an administrative receiver, receiver or manager of its property, its passing of a resolution for voluntary winding-up without declaration of solvency or any other event referred to in section 113, sub-sections (2) to (5), of the Housing Grants, Construction and Regeneration Act 1996;

6.1.2 otherwise entering administration within the meaning of Schedule B1 to the Insolvency Act 1986;

6.1.3 entering into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);

6.1.4 (in the case of a partnership) each partner being the subject of an individual arrangement or any other event or proceedings referred to in this clause 6.1;

6.1.5 (in the case of a company) the coming into force of a moratorium pursuant to Part A1 of the Insolvency Act 1986 with respect to it; or

6.1.6 (in the case of a company) the making of an order sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it.

6.2 Notices under section 6

6.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.

6.2.2 Such termination shall take effect on receipt of the relevant notice.

6.2.3 Each notice referred to in this section, except for the notices referred to in clause 6.12, shall:

6.2.3.1 be delivered by hand or sent by Signed For 1st class or Special Delivery Guaranteed post (or any method of posting as has replaced either method and is then current) and, where sent by post in that manner, shall be deemed to have been received on the second Business Day after the date of posting; or

6.2.3.2 (where clause 6.2.3.2 is stated in the Contract Particulars to apply) be sent by email to the recipient's email address stated in the Contract Particulars against clause 6.2.3.2, or to such other email address as the recipient may from time to time notify to the sender (provided that such notification states that it is a notice of change under this clause 6.2.3.2), and shall be deemed to have been received on the next Business Day after the day on which it was sent.

6.3 Other rights, reinstatement

6.3.1 The provisions of clauses 6.4 to 6.7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 6.8 and 6.9 and (in the case of termination under either of those clauses) the provisions of clause 6.11, are without prejudice to any other rights and remedies of the Contractor.

6.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

6.4 Default by Contractor

6.4.1 If, before practical completion of the Works, the Contractor:

6.4.1.1 without reasonable cause wholly or substantially suspends the carrying out of the Works; or

6.4.1.2 fails to proceed regularly and diligently with the Works; or

6.4.1.3 fails to comply with clause 3.9,

the Architect/Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).

6.4.2 If the Contractor continues a specified default for 7 days from receipt of the notice under clause 6.4.1, the Employer may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.

6.5 Insolvency of Contractor

6.5.1 If the Contractor is insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.

6.5.2 As from the date the Contractor becomes insolvent, whether or not the Employer has given such notice of termination:

6.5.2.1 clauses 6.7.2 to 6.7.5 shall apply as if such notice had been given;

6.5.2.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and

6.5.2.3 the Employer may take reasonable measures to ensure that the site, the Works and Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

6.6 Corruption and regulation 73(1)(b) of the PC Regulations

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment, under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

6.7 Consequences of termination under clauses 6.4 to 6.6

If the Contractor's employment is terminated under clause 6.4, 6.5 or 6.6:

6.7.1 the Employer may employ and pay other persons to carry out and complete the Works, or may do so itself, and the Employer and such other persons may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;

6.7.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to it under clause 6.7.5 and the Employer need not pay any sum that has already become due either:

6.7.2.1 insofar as the Employer has given or gives a notice under clause 4.6.4; or

6.7.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clause 6.1.1 or 6.1.2;

6.7.3 upon completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2.10) ('completion'), the Employer shall forthwith notify the Contractor of the date of completion and such completion shall be deemed for the purposes of this clause 6.7 to have taken place on the date so notified;

6.7.4 the due date for the Termination Payment under clause 6.7.5 shall be 2 months after the date of completion as referred to in clause 6.7.3;

6.7.5 the amount due on termination shall be calculated in accordance with the following amounts:

6.7.5.1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 6.7.1 and, where applicable, clause 6.5.2.3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;

6.7.5.2 the amount of payments made to the Contractor; and

6.7.5.3 the total amount which would have been payable for the Works in accordance with this Contract,

and if the sum of the amounts referred to in clauses 6.7.5.1 and 6.7.5.2 exceeds the amount referred to in clause 6.7.5.3, the difference shall be an amount payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor (the 'Termination Payment').

6.8 Default by Employer

6.8.1 If the Employer:

6.8.1.1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.6 and/or any VAT properly chargeable on that amount; or

6.8.1.2 interferes with or obstructs the issue of any certificate due under this Contract;
or

6.8.1.3 fails to comply with clause 3.9,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

6.8.2 If before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:

6.8.2.1 Architect/Contract Administrator's instructions under clause 3.6; and/or

6.8.2.2 any impediment, prevention or default, whether by act or omission, by the Employer, the Architect/Contract Administrator or any Employer's Person

(but in either case excluding such instructions as are referred to in clause 6.10.1.2), then, unless in either case that is caused by the negligence or default of the Contractor or any Contractor's Person, the Contractor may give to the Employer a notice specifying the event or events (a 'specified' suspension event or events).

6.8.3 If a specified default or a specified suspension event continues for 7 days from the receipt of notice under clause 6.8.1 or 6.8.2, the Contractor may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

6.9 Insolvency of Employer

6.9.1 If the Employer is insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;

6.9.2 as from the date the Employer becomes insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

6.10 Termination by either Party and regulation 73(1)(a) of the PC Regulations

6.10.1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of one month or more by reason of one or more of the following events:

6.10.1.1 force majeure;

6.10.1.2 Architect/Contract Administrator's instructions under clause 3.6 issued as a result of the negligence or default of any Statutory Provider;

6.10.1.3 loss or damage to the Works occasioned by any risk covered by the Works Insurance Policy or by an Excepted Risk;

6.10.1.4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat; or

6.10.1.5 the exercise by the United Kingdom Government or any of the devolved administrations, or any Local or Public Authority or any equivalent authority governed by public law in any of the devolved administrations of any statutory power (except to the extent caused or contributed to by any default, whether by act or omission, of the Contractor or any Contractor's Person) which affects the execution of the Works,

then either Party, subject to clause 6.10.2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, it may terminate the Contractor's employment under this Contract. Failing such cessation within that 7 day period, it may then by further notice terminate that employment.

6.10.2 The Contractor shall not be entitled to give notice under clause 6.10.1 in respect of the matter referred to in clause 6.10.1.3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person.

6.10.3 Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) of the PC Regulations apply.

6.11 Consequences of termination under clauses 6.8 to 6.10

If the Contractor's employment is terminated under any of clauses 6.8 to 6.10 or under clause 5.9:

6.11.1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 6.11;

6.11.2 the Contractor shall not later than 2 months after the date of termination provide the Employer with all documents necessary for calculating the amounts referred to in clause 6.11.4. Not later than 3 months after receipt of those documents, the Employer shall prepare and send to the Contractor an account which shall set out the amounts referred to in clause 6.11.4;

6.11.3 the due date for the Termination Payment under clause 6.11.4 shall be the last date for issue of the Employer's account under clause 6.11.2;

6.11.4 the amount due on termination from the Employer to the Contractor or (if a negative amount) from the Contractor to the Employer shall be the aggregate of:

6.11.4.1 the total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;

6.11.4.2 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;

6.11.4.3 (only where the Contractor's employment is terminated either under clause 6.8 or 6.9, or under clause 6.10.1.3 if the loss or damage to the Works was caused by the negligence or default of the Employer or any Employer's Person) any direct loss and/or damage caused to the Contractor by the termination,

less amounts previously paid to the Contractor under this Contract, but without deduction of any retention (the 'Termination Payment'). Payment by the Employer for any such materials and goods as are referred to in clause 6.11.4.2 shall be subject to those materials and goods thereupon becoming the property of the Employer.

6.12 Termination Payment – final date, notices and amount

6.12.1 Subject to clause 6.12.5, the final date for payment of the Termination Payment shall be 14 days from its due date, as fixed in accordance with clause 6.7.4 or 6.11.3.

6.12.2 Not later than 5 days after the relevant due date the Employer shall give a termination payment notice to the Contractor, which shall state the sum that it considers to be or have been due at the due date, calculated in accordance with clause 6.7.5 or 6.11.4, and the Termination Payment shall be the difference or amount referred to in clause 6.7.5 or 6.11.4, which shall be shown in the termination payment notice as a balance due to the Contractor from the Employer or vice versa. Such notice shall state the basis on which that amount has been calculated.

6.12.3 If the Party by which the Termination Payment is stated to be payable ('the payer') intends to pay less than the stated balance, it shall not later than 5 days before the final date for payment give the other Party a pay less notice which shall state the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated and where given by the Employer, the provisions of clause 4.6.5 shall correspondingly apply.

6.12.4 Where a pay less notice is given under clause 6.12.3, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.

6.12.5 If a termination payment notice is not given by the Employer in accordance with clause 6.12.2:

- 6.12.5.1 the Contractor may at any time after the 5 day period referred to in clause 6.12.2 give a termination payment notice to the Employer, stating the sum that the Contractor considers to have become due under clause 6.7.5 or 6.11.4 at the due date and the basis on which that sum has been calculated and, subject to any pay less notice given under clause 6.12.5.3, the Termination Payment shall be the sum stated as due in the Contractor's termination payment notice;
- 6.12.5.2 if the Contractor gives a termination payment notice under clause 6.12.5.1, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after expiry of the 5 day period referred to in clause 6.12.2 that the Contractor's termination payment notice is given;
- 6.12.5.3 following the Contractor's termination payment notice the Employer may not later than 5 days before the final date for payment give a pay less notice in accordance with clause 6.12.3 and, if it gives such notice, the provisions of clause 6.12.4 shall correspondingly apply.
- 6.12.6 If the payer fails to pay the Termination Payment, or any part of it, by the final date for its payment, the payer shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Acceptance of a payment of any such interest shall not in any circumstances be construed as a waiver of any right to proper payment of the principal amount due. Any such unpaid amount and any interest under this clause 6.12.6 shall be recoverable as a debt.
- 6.12.7 In relation to the requirements in this clause 6.12 for the giving of termination payment notices by the Employer, and pay less notices, it is immaterial that the amount then considered to be due may be zero.

Section 7

Settlement of Disputes

7.1 Notification and negotiation of disputes

With a view to avoidance or early resolution of disputes or differences (subject to Article 7), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

7.2 Mediation

Subject to Article 7, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.

7.3 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars.

7.4 Arbitration

For the purposes of Article 8, if it applies, the procedures for arbitration are set out in Schedule 1.^[35]

[35] Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

Schedules

Schedule 1 Arbitration

(Clause 7.4)

Conduct of arbitration

- 1 Any arbitration pursuant to Article 8 shall be conducted in accordance with the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in this Schedule 1 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2024 edition of CIMAR.

Notice of reference to arbitration

- 2
- 2.1 Where pursuant to Article 8 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person selected in accordance with the Contract Particulars.
- 2.2 Where two or more related arbitral proceedings in respect of the Works fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.
- 2.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 8 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

Powers of Arbitrator

- 3 Subject to the provisions of Article 8 the Arbitrator shall, without prejudice to the generality of their powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in their opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to them in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

Effect of award

- 4 Subject to paragraph 5 the award of the Arbitrator shall be final and binding on the Parties.

Appeal – questions of law

- 5 The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):
- 5.1 apply to the courts to determine any question of law arising in the course of the reference, and
- 5.2 appeal to the courts on any question of law arising out of an award made in an arbitration under this arbitration agreement.

Arbitration Act 1996

- 6 The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

Schedule 2 Supplemental Provisions

(Seventh Recital)

Supplemental Provisions 1 to 3 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 4 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 5 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Health and safety

1

- 1.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 1.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
- 1.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 1.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 1.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 1.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

2

- 2.1 The Contractor is encouraged to propose changes to designs and specifications for the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical completion at a date earlier than the date for completion or otherwise.
- 2.2 The Contractor shall provide details of its proposed changes, identifying them as suggested under this Supplemental Provision 2, together with its assessment of the benefit it believes the Employer may obtain, expressed in financial terms, and a quotation.
- 2.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the Contract Sum shall be confirmed in an Architect/Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.

- 2.4 Original proposals by the Contractor under this Supplemental Provision 2 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after practical completion of the Works.

Performance Indicators and monitoring

3

- 3.1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
- 3.2 The Contractor shall provide to the Employer all information that the Employer may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 3.3 Where the Employer considers that a target for any of those performance indicators may not be met, it may inform the Contractor and the Contractor shall submit its proposals for improving its performance against that target to the Employer.

Transparency

4

Where the Employer is a Local or Public Authority or other body to which the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:

- 4.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 4.2 the Employer shall promptly inform the Contractor of any request for disclosure that it receives in relation to this Contract.

The Public Contracts Regulations 2015

5

Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[36]:

- 5.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 5.2 the Contractor shall include in any sub-contract it enters into provisions requiring the sub-contractor:
- 5.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
- 5.2.2 to include in any sub-subcontract the sub-contractor in turn enters into provisions to the same effect as required under paragraph 5.2.1 of Supplemental Provision 5;
- 5.3
- 5.3.1 the Contractor shall include in any sub-contract it enters into provisions that shall entitle the Contractor to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;

[36] See the Guidance Notes. Provisions relating to the PC Regulations are also set out in section 6 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 5.

5.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

SPECIMEN

Guidance Notes

Use of Minor Works Building Contract

- 1 The Contract should only be used where the employer has engaged an architect or other professionally qualified person to advise on and administer its terms.
- 2 The criteria for determining the suitability of the Contract are set out on the inside of the front cover.
- 3 For Works which do not fulfil these criteria, reference should be made to www.jctltd.co.uk for guidance as to the appropriate contract.
- 4 The Contract is predicated upon a lump sum offer being obtained, based on drawings and/or a specification and/or work schedules, but without detailed measurements. Those documents should therefore be in a form sufficient to enable the Contractor accurately to identify the work to be done without the need for the Employer to provide bills of quantities. In those cases where there is a relevant BIM protocol, it is assumed that it will be included in the Contract Documents.
- 5 The Contract is not suitable for use where the Works are of a complex nature.
- 6 The payment provisions in the Contract comply with the payment and payment-related notice requirements of the Housing Grants, Construction and Regeneration Act 1996, as amended ('the Construction Act'). In addition to the statutory requirements regarding payment procedures, the Construction Act provides a statutory right for either Party to refer disputes or differences to adjudication.
- 7 However, not all building contracts are subject to the Construction Act; for example, a contract with a residential occupier within the meaning of section 106 of the Act is excluded and therefore it does not need to contain adjudication provisions, but, unless amendments are made, a residential occupier in entering into a Minor Works Building Contract will be accepting adjudication as a means of resolving disputes.
- 8 For some projects where it is intended to use the Contract, the Employer may wish to control the selection of sub-contractors for specialist work. This may be done by naming a person or company in the tender documents or in instructions on the expenditure of a Provisional Sum. There are, however, no provisions in the Contract to deal with the consequences of such naming and control of specialist work may be better achieved by the Employer entering into a direct contract with its chosen specialist.

Outline of the Contract

General

- 9 Defined terms are dealt with in clause 1.1 and there is a short version of JCT's standard interpretation provisions set out in clauses 1.2 to 1.8. In the 2024 edition the section 1 and section 6 provisions relating to the service of notices have been extended to provide for service by email.

Architect/Contract Administrator

- 10 This is the professional which the Employer has appointed to advise on and administer the Contract. If the appointee is not an architect, it is taken to be referred to in the Contract as the 'Contract Administrator', but, irrespective of the Architect/Contract Administrator's profession, their duties under the Contract are the same.

Role of the Architect/Contract Administrator

- 11 The Architect/Contract Administrator is paid by the Employer, advises the Employer on all matters in connection with the building work and administers the Contract on behalf of the Employer with a view to securing completion of the work in an efficient and economical manner. However, in relation to decisions in that administrative role that require professional skill and judgment, it should act fairly and independently as between the Employer and the Contractor, in particular when:
 - issuing payment certificates;

- valuing any variations or any work instructed in respect of Provisional Sums (see “Terms used”) included in the Contract Documents;
- giving any extension to the time stated in the Contract Particulars for the completion of the building work;
- certifying the date of practical completion (see “Terms used”) and the date when in its opinion all defects which appear during the Rectification Period (see “Terms used”) have been made good.

Instructions

- 12** Under the Contract only the Architect/Contract Administrator can issue instructions to the Contractor; although the Employer is paying for the building work, the Employer is not entitled to give any instructions direct to the Contractor in connection with it. If the Employer wishes to make any change to the work or the manner in which it is being carried out, it must ask the Architect/Contract Administrator to give the necessary instructions to the Contractor.

Price

- 13** This is the lump sum stated in the Contract, plus any VAT properly chargeable on the building work. The precise sum may be increased or decreased depending on any changes to the work or the order or period in which it is carried out, the value of work instructed by the Architect/Contract Administrator in respect of any Provisional Sums included in the Contract Documents and, where applicable, any increase or decrease in contributions, levies and taxes for which the Contractor is liable.

Time-scale for the work

- 14** If it becomes apparent that the work cannot be finished within the original time stated in the Contract Particulars the Contractor is required to notify the Architect/Contract Administrator straightaway. If the delay arises for reasons beyond the control of the Contractor, the Architect/Contract Administrator is then required to give such extension of time as is reasonable.

If the work is not finished by the Date for Completion (see “Terms used”) after taking into account any extensions of time, the Employer can recover liquidated damages (see “Terms used”) from the Contractor.

Payment

- 15** In section 4, payment is to be made under certificates issued by the Architect/Contract Administrator. Interim payments are to be made against interim certificates issued by the Architect/Contract Administrator. The final balance is paid following the issue of the final certificate. The final date for payment of certificates, together with any VAT chargeable to the Employer, is 14 days from the due date for payment. The Construction Act requires interim and final certificates to be issued not later than 5 days after their due date and clauses 4.3 (Interim payments – dates and certificates) and 4.9 (Final certificate and final payment) comply with these requirements.

The provisions relating to the due dates for payment for interim payments are set out in clause 4.3. During the period up to the due date for the final payment, the due dates for interim payments are in each case the date 7 days after the relevant Interim Valuation Date. The first Interim Valuation Date and the intervals that will apply for subsequent Interim Valuation Dates are to be specified in the entry in the Contract Particulars for clause 4.3. JCT recommends that the first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month. If the Contract Particulars entry is not completed, the default provisions set out in the entry apply.

The amount of each interim payment to be certified as due under clause 4.3 is to be calculated in accordance with clause 4.4. Unless a percentage for payment other than 95 per cent is inserted in the Contract Particulars for clause 4.4, interim certificates for the period up to practical completion will reflect the Employer’s entitlement to retain 5 per cent. For the period between practical completion and the final certificate, the Contract envisages that the percentage retained will be halved.

The general provisions governing Contractor’s payment applications (and, in default of a payment certificate, their role as a payment notice) which apply with respect to the final payment as well as to interim payments are set out in clause 4.5.

The provisions regarding payment and pay less notices, amounts to be paid and default interest are set out in clauses 4.6 and 4.7 and as the text of each indicates, these clauses apply with respect to the final payment as well as to interim payments. Clause 4.9 provides for issue of the final certificate.

If the Employer fails to pay an amount due to the Contractor by the final date for its payment, interest at a rate of 5% per annum over the official bank rate of the Bank of England is payable by the Employer for the period until payment is made.

If the Employer gives a pay less notice and pays the lesser amount specified in the pay less notice, the Contractor's right under the Construction Act to suspend for non-payment does not arise. However, the JCT provision for interest is intended to preserve the Contractor's right to interest on the additional amount that it should have been paid, insofar as there was no sustainable basis for a withholding by the Employer and regardless of any pay less notice that the latter has given.

Suspension

- 16** If the Employer does not give a pay less notice and does not pay the amount due to the Contractor by the final date for its payment, or, having given a pay less notice, then fails to pay the amount specified in it, the Contractor, after giving a 7 day notice, has the right to suspend performance of some or all of its obligations under the Contract until payment of the appropriate amount is made. The Contractor also has a statutory right to recover reasonable costs and expenses that it incurs as a result of that suspension.

Termination

- 17** Either Party may end the Contractor's employment if the other Party is in breach of certain obligations (in the case of the Contractor those mentioned in clauses 6.4 and 6.6; in the case of the Employer those in clause 6.8) or becomes insolvent. There is also a right under clause 6.10.1 for either Party to terminate in the case of prolonged suspension resulting from certain neutral causes and (where applicable) clause 6.10.3 allows for termination by the Employer on the substantial modification ground set out in regulation 73(1)(a) of the PC Regulations.

The section 6 termination accounting and payment provisions have in this 2024 edition been amended to provide for the Construction Act's payment procedures. There is a new defined term, i.e. the 'Termination Payment' and some adjustments to the accounting provisions in clauses 6.7 and 6.11 including the insertion of due date provisions. The provisions regarding the final date for payment of the Termination Payment, payment and pay less notices, amount to be paid and default interest are set out in clause 6.12.

Dealing with disputes

- 18** Either Party may at any time refer any dispute to adjudication for a 'fast track' decision; the adjudicator's decision is binding unless and until the dispute is decided by an arbitrator or the court. Residential occupiers wishing to use the Contract should also refer to paragraph 7 above. The Contract Particulars enable the Parties to name an individual adjudicator and specify the adjudicator nominating body in advance, should they wish. However, an individual should not be named in the Contract without their prior agreement. It has also to be recognised that those of sufficient standing to merit nomination are generally busy people and that when a dispute arises they may not be available.

As respects specifying the adjudicator nominating body in advance, the relevant entry in the Contract Particulars in this 2024 edition of the Contract has been adjusted to allow the Parties to specify a nominating body of their own choosing as an alternative to selecting a body from those listed. The bodies listed will be familiar to JCT contract users. Such bodies are required to provide feedback to JCT regarding their adjudication services on an ongoing basis. If a Party is unsure about the suitability of a proposed alternative (non-listed) body JCT suggests seeking appropriate professional advice.

The Parties may also agree to mediate a dispute.

For final dispute resolution in cases where either or both Parties are dissatisfied with the results of adjudication or mediation (or neither Party wished to have the dispute adjudicated), the choice is between court litigation and arbitration. Since 2005 litigation has been the default option under JCT contracts. If arbitration is the agreed choice, it should be selected through the appropriate entry in the Contract Particulars.

The JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR), which includes the JCT Supplementary and Advisory Procedures, will govern any arbitration that is commenced. It is recommended that anyone considering instituting arbitration proceedings should obtain a copy of the rules and, as with litigation, should take competent professional advice before taking steps to institute proceedings.

In making the choice between arbitration and litigation, in addition to the adjudication option, one should consider a range of other factors. Arbitration provides the ability to choose an arbitrator from any relevant profession, greater freedom of choice procedurally and confidentiality, whereas in litigation there is the wider power of the court. In the case of contracts where claims either way are likely to be small, it may be considered desirable to keep open the potentially cheaper route of using the small claims track in the court system; any agreement to arbitrate, unless suitably qualified, would normally operate as a bar to using that route if the other Party did not agree.

Rights and remedies generally

- 19 Statutory and common law rights are not restricted by the terms of the Contract. The limitation period for a contract that is simply signed by the Parties is 6 years from the date of the breach or, where it is executed as a deed, 12 years. The limitation period should not be confused with the Rectification Period, which is provided to facilitate the remedying of the Contractor's defective work by allowing it to return to site to make good.

Supplemental Provisions

- 20 Schedule 2 includes optional Supplemental Provisions which are for use where appropriate. The previous supplemental provisions for collaborative working, sustainability (the wording of which has been adjusted slightly in this edition), and notification and negotiation of disputes have been moved into the Agreement or main text of the Conditions and are now no longer optional, a change that is in common with other JCT contract forms and is part of JCT's response to the government's Construction Playbook document. The three remaining Supplemental Provisions (1 to 3) are those relating to health and safety, cost savings and performance monitoring and their applicability will need to be considered. The choice as to which of these provisions apply is made in the Contract Particulars and if no choice is made in relation to a provision, it will apply (these provisions are generally intended to be disapplied only where there is a Framework Agreement or other contract documentation that covers the same ground).

Schedule 2 also contains Supplemental Provision 4 which relates to the Freedom of Information Act 2000 ('FOIA'); it will only apply where the Employer is a Local or Public Authority or other body to which the FOIA applies. Supplemental Provision 5 contains provisions relevant to the PC Regulations and this will only apply where the Employer is a Local or Public Authority and the Contract is subject to those regulations. For guidance on aspects of the PC Regulations relevant to JCT contracts, please go to www.jctltd.co.uk.

Terms used

- 21 As part of its duties to the Employer, the Architect/Contract Administrator should be prepared to explain the general meanings of the various terms used in the Contract. For example:

Base Date

- 22 The Base Date is stated in the Contract Particulars. The date often selected is 7 days or thereabouts before the date for submission of tenders so as to avoid any need for tenderers to deal with last minute changes. In the Minor Works Building Contract, however, Base Date plays a comparatively minor role, acting as the date of record for the Employer's status under the CIS scheme and for determining what fluctuations are payable.

CDM Regulations

- 23 Regulations made under Act of Parliament to improve health and safety standards on construction sites. For guidance on the CDM Regulations 2015, please go to www.jctltd.co.uk.

Part 2A of the Building Regulations

- 24 Part 2A of the Building Regulations 2010 was introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022. Part 2A sets out a framework of safety duties for those persons ('dutyholders') who commission, design and undertake building work to which building regulations apply, with a limited exclusion where the work consists only of minor work of a prescribed type. Part 2A includes obligations to appoint a Principal Designer and Principal Contractor in respect of works to which the regulations apply. Dutyholders are required to ensure that they have the necessary competence to carry out design and building work and that arrangements and systems are in place to plan, manage and monitor compliance with the regulations. Additional duties apply to higher-risk building work. For information, please go to www.jctltd.co.uk.

Principal Designer and Principal Contractor

- 25 The respective persons named in the Agreement or subsequently appointed as such, as required by the CDM Regulations and Part 2A of the Building Regulations. With a view to minimising health and safety risks, the CDM Regulations require the Employer to appoint a Principal Designer to control the pre-construction phase where there is more than one contractor, or it is reasonably foreseeable that more than one contractor will be working on the project at any time. One of the contractors must also be appointed as Principal Contractor in those circumstances. (For these purposes the term ‘contractor’ includes sub-contractors.) The Building Regulations provide that instead of appointing a separate principal designer and principal contractor, the client may certify that the CDM principal designer and the CDM principal contractor should be treated as appointed in these roles for the purposes of the Building Regulations (Part 2A, regulation 11D(2)). Professional advice should be sought as to whether this is appropriate in any given project.

CDM Health and safety file

- 26 A manual which the Principal Designer prepares with assistance from the Principal Contractor, containing health and safety information necessary for anyone undertaking work on the site post-completion of the Works, which the Principal Designer passes on to the Principal Contractor if its appointment terminates before the end of the project and is to be delivered to the Employer on completion.

Date for Completion

- 27 The date by which the Contractor is required to finish the work, as stated in the Contract Particulars or subsequently extended by the Architect/Contract Administrator.

Date of practical completion

- 28 The date when, in the Architect/Contract Administrator’s opinion, the Contractor has to all practical intents and purposes completed the Works.

Rectification Period

- 29 Unless otherwise agreed, the Rectification Period is 3 months from the date of practical completion. The Contractor is required to put right any defects in the work which appear during the Rectification Period before it is entitled to be paid the final balance of the Contract price. The Architect/Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

Insurance in Joint Names

- 30 With respect to Works insurance, clause 5.4 is intended for use where there are no existing structures and the contractor is to arrange a Joint Names, All Risks policy, under which each Party is covered as a ‘composite insured’. This may take the form of a specific project policy or through equivalent coverage under the Contractor’s annual CAR policy.

Clause 5.5 is for use where there are existing structures and the Employer is able to cover the works on a Joint Names, All Risks basis and, in addition to its own cover for existing structures, is able to extend at least Specified Perils cover to the Contractor in respect of the existing structures.

However, existing structures cover for the Contractor is not always readily available to Employers at reasonable cost, in particular where the Employer is a domestic homeowner or where it is only a tenant and structures cover is effected by the freeholder or an intermediate lessor, and clause 5.6 is designed for cases in these latter categories.

The freeholder Employer may cover the Works in Joint Names and continue with its own cover under its household or existing structures policy, with the Contractor covering its liability for any damage to existing structures under the Public Liability cover required under clause 5.3.2 or an appropriate extension of it.

In the case of tenant Employers, it is necessary to involve the insuring landlord and in all cases, in particular those involving existing structures, it is essential that Employers and Architect/Contract Administrators, prior to the tender stage, take appropriate specialist insurance advice, consult the Employer’s household or existing structures insurers and, where relevant, the landlord. They should also then liaise with the prospective Contractor and its advisers at the earliest opportunity, specify any further cover required from it and check that that is in place before work commences on site.

In the case of the Works insurance, care should also be taken in determining the full reinstatement value (including any applicable VAT) and to ensure that the policy gives appropriate cover for items such as the additional costs of materials, working and removal of debris etc. that are likely to arise from loss or damage to the Works.

Liquidated damages

- 31** The rate per day/week/month stated in the Contract Particulars by the Employer, to compensate it for the Contractor's failure to finish the work on time. The prudent Employer will be alert to the legal principles and rules governing the enforceability of liquidated damages provisions and will approach calculation of the rate with these in mind. It is suggested that the Employer records an explanation of the rate and why the rate represents (i) a genuine pre-estimate of the loss that it is likely to suffer or (ii) a reasonable and proportionate protection of its legitimate commercial interest(s) in timely completion, which it can use to respond to any challenge.

It is for the Employer to decide whether to deduct any liquidated damages that it might be entitled to from any amount certified as due to the Contractor; such deduction is not taken into account by the Architect/Contract Administrator in the calculation of any certificate and the appropriate notice must be given by the Employer under clauses 2.8 and 4.6.4 or (if applicable) 6.12.3 or 6.12.5.

In the 2024 edition there is a new provision (clause 2.8.4) designed to clarify the position in relation to liquidated damages where the Contractor's employment is terminated under the Contract during a period of Contractor culpable delay which essentially confirms the approach taken in recent case law.

Provisional Sum

- 32** A sum included for work which the Employer may or may not decide to have carried out, or which cannot be accurately specified in the original contract documents. For instance, where the Employer is undecided whether all, some or none of the outside of the premises will need to be re-decorated, the pricing documents may say "Allow £X for complete external redecoration of the premises." If the Employer then decides any redecoration is necessary, the specification required is instructed by the Architect/Contract Administrator and the price to be paid is either agreed between the Architect/Contract Administrator and the Contractor or valued by the Architect/Contract Administrator.

Variation

- 33** A change to the work that the Architect/Contract Administrator instructs on behalf of the Employer. The variation may be an addition to or an omission from the work as originally specified or to the order or manner in which it is to be carried out.

MW User Checklist

A checklist of the key information that will help you to complete the Agreement may be downloaded from the JCT website.

Care has been taken in preparing these Guidance Notes but they should not be treated as a definitive legal interpretation or commentary. Users are reminded that the effect in law of the provisions of the Minor Works Building Contract 2024 Edition is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.



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Minor Works Building Contract 2024

SPECIMEN



Dated 18th November **2025**

NORTH NORTHAMPTONSHIRE COUNCIL (1)

and

**CVL SYSTEMS LTD
(2)**

**The supply and install 2 CCTV cameras linked to
NNC monitoring room at Bassets Close Park as
per planning NW/24/00176/FUL**

Legal Services

**North Northamptonshire Council
The Corby Cube, George Street,
Corby, NN17 1QG
Legal Ref: 27024**

This Contract is dated

18th November 2025

Parties

- (1) **NORTH NORTHAMPTONSHIRE COUNCIL** whose principal place of business is at of Sheerness House, 41 Meadow Road, Kettering NN16 8TL with address for service at Municipal Offices, Bowling Green Road, Kettering, NN15 7QX (**Council**)
- (2) **CVL Systems Ltd** incorporated and registered in England and Wales with company number 06833565 whose registered office is 3 Wallis Close Wallis Close, Park Farm Industrial Estate, Wellingborough, Northamptonshire, England, NN8 6AG (**Supplier**)

each a 'Party' together the 'Parties'

BACKGROUND

- (A) The Council placed a contract notice seeking expressions of interest from potential service providers for the delivery and installation of goods and services (the Goods).
- (B) On the basis of the Supplier's tender, the Council selected the Supplier to deliver the Project to the Council in accordance with the provisions of this Contract.
- (C) The Supplier will deliver and install the Goods in accordance with the terms of this Contract.
- (E) The Council has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Contract.

CONDITIONS

1. INTERPRETATION

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date: the date on the JCT Contract issued by the Council in relation to the Project.

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Council and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Date: the date specified by the Council provided in the Order in accordance with Clause 3.2.

Delivery Location: the address for delivery of the Goods as set out in the Specification in Schedule 1.

Expiry Date: the date on the JCT Contract issued by the Council in relation to the Project.

Goods: the goods (or any part of them) to be delivered by the Supplier as set out in the Specification in Schedule 1.

Law: means any UK law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or requirements of any regulatory body with which the Supplier is bound to comply.

Order: the Council's order for the Goods submitted by the Council in accordance with Clause 3.

Necessary Consents: means all approvals, certificates, authorisations, permissions, licences, permits and consents necessary from time to time for the performance of the Contract.

Price: the total price of the Goods (exclusive of any applicable VAT) payable to the Supplier by Council under this Contract.

RFQ: request for quotation.

Specification: any specification for the Goods, including any related plans and drawings as set out in Schedule 1.

UK Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, as amended, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended, and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

UK GDPR: has the meaning defined in Regulation 2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to **writing** or **written** includes emails.

2. COMMENCEMENT AND TERM

This Contract shall commence on the Commencement Date and shall continue until the Expiry Date, unless terminated earlier in accordance with the terms of this Contract.

3. ORDERS

3.1 The Council may submit Orders for Goods by issuing an Order form or by issue of a Purchase Order Number. The Supplier must ensure that it has received a valid Order form or Purchase Order Number prior to commencing any manufacture or supply of the Goods. The Council shall have no obligation to make any payment unless the Purchase Order Number is stated on the Supplier's invoice.

3.2 The Supplier shall use its best endeavours to supply Goods in accordance with the Council's Orders, by the delivery date specified.

3.3 The Council may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice. The Council shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

4. THE GOODS

4.1 The Supplier shall ensure that the Goods:

- (a)** correspond with their description and any applicable Specification;
- (b)** be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;
- (c)** where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (d)** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.3 The Council has the right to inspect and test the Goods at any time before delivery.

4.4 If following such inspection or testing the Council considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 4.1, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Council shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

5. DELIVERY

5.1 The Supplier shall ensure that:

- (a)** the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b)** each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c)** if the Supplier requires the Council to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods specified in each Order:

- (a)** on or before its relevant Delivery Date;
- (b)** at the Delivery Location; and
- (c)** during the Council's normal business hours, or as instructed by the Council.

5.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.

5.4 If the Council rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Council may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Council will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

5.5 The Supplier shall not deliver Orders in instalments without the Council's prior written consent. Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Council to the remedies set out in Clause 6.

6. COUNCIL REMEDIES

6.1 If the Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in: Clause 4.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, and the Council may exercise any one or more of the following remedies:

- (a)** to terminate the Contract;
- (b)** to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c)** to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any costs incurred by the Council in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6.3 The Council's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. TITLE AND RISK

Title and risk in the Goods shall pass to the Council on completion of delivery.

8. PRICE AND PAYMENT

8.1 The Council shall pay for Goods in accordance with this Clause 8.

8.2 The Price:

(a) excludes amounts in respect of value added tax (**VAT**), which the Council shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) includes the costs of packaging, insurance and carriage of the Goods.

8.3 No extra charges shall be effective unless agreed in writing and signed by the Council.

8.4 The Supplier may invoice the Council for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Council's Purchase Order Number, the Supplier's VAT registration number, and any supporting documentation that the Council may reasonably require.

8.5 The Council shall pay correctly rendered undisputed invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6 If a Party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

8.7 The Council may at any time, without limiting any of its other rights or remedies, withhold or set off any liability of the Supplier to the Council against any liability of the Council to the Supplier.

9. COUNCIL MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Council to the Supplier (**Council Materials**) and all rights in the Council Materials are and shall remain the exclusive property of the Council. The Supplier shall keep the Council Materials in safe custody at its own risk, maintain them in good condition until returned to the Council, and not dispose or use the same other than in accordance with the Council's written instructions or authorisation.

10. INDEMNITY

10.1 The Supplier shall keep the Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council as a result of or in connection with:

- (a) any claim made against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;
- (b) any claim made against the Council by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Council by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This Clause 10 shall survive termination of the Contract.

11. INSURANCE

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

- (a) product liability insurance in a minimum indemnity sum of £5 million in respect of each claim or series of connected claims;
- (b) public liability insurance in a minimum indemnity sum of £5 million in respect of each claim or series of connected claims; and
- (c) employer's liability insurance in a minimum indemnity sum of £5 million in respect of each claim or series of connected claims

to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable Laws, statutes, regulations and codes from time to time in force.

12.2 The Council may immediately terminate the Contract for any breach of Clause 12 by the Supplier.

13. TERMINATION

13.1 Without limiting its other rights or remedies, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of that Party being notified in writing to do so;

(b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13.4 If this Contract is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such loss or costs which the Council may suffer as a result of any such termination for cause including the cost of procuring and implementing replacement goods and services.

14. GENERAL

14.1 Not Used

14.2 Assignment and Subcontracting. The Supplier may not assign or subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Council. If the Council consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

14.3 Confidentiality.

(a) Each Party undertakes that it shall not at any time during this Contract, and for a period of two (2) years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party except as permitted by Clause 14.3(b).

(b) Each Party may disclose the other Party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 14.3(b); and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Contract.

14.4 Entire agreement. This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.5 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.6 Waiver. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.8 Notices.

(a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 14.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time of transmission, except that, an email sent after 5.00 pm on any Business day, shall be deemed to be received at 9.00 am on the next Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.9 Third party rights. No one other than a Party to this Contract shall have any right to enforce any of its terms.

14.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.

14.11 Jurisdiction. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

14.12 Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

15. DISPUTE RESOLUTION

15.1 If any dispute arises in connection with these terms and conditions or delivery of the Goods, the Council's Representative and the Supplier's Representative shall, within 10 Business Days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.

15.2 If the dispute is not resolved at that meeting, the Parties will attempt to settle it by referring the matter to the relevant senior officers at the Council and the Supplier who will meet in a good faith effort to resolve the matter within 20 Business Days of referral.

15.3 If the dispute is not resolved by the Parties referred to in clause 15.2, the Parties will attempt to settle it by referring the matter to the Parties respective directors (or equivalent) who will meet in a good faith effort to resolve the matter within 20 Business Days of referral.

15.4 If the matter is not resolved through negotiation either Party may refer the matter to the Centre for Dispute Resolution ("CEDR") for mediation under its Model Mediation Procedure ("MMP").

16. LIMITATION OF LIABILITY

16.1 Subject to clause 16.4, neither Party shall be liable to the other Party (as far as permitted by law) for indirect special or consequential loss or damage in connection with this Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

16.2 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Contract. Subject to clause 16.4, the Council's total aggregate liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract (other than a failure to pay the Price that is properly due and payable and for which the Council shall remain fully liable), shall in no event exceed the Price paid or payable under or pursuant to this Contract.

16.3 Subject to clause 16.4, the Suppliers total liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract shall in no event exceed the sum of £5 million in relation to any one claim or series of connected claims;

16.4 Notwithstanding any other provision of this Contract neither Party limits or excludes its liability for:

- a) fraud or fraudulent mis-representation;
- b) death or personal injury caused by its negligence;
- c) breach of any obligation as to title implied by statute; or
- d) any other act or omission, liability for which may not be limited under any applicable Law.

17. PREVENTION OF BRIBERY

17.1 The Council may terminate this Contract by written notice with immediate effect, and recover from the Supplier all losses resulting from such termination, if the Supplier, or any of its employees, agents or sub-contractors (in all cases whether or not acting with the Supplier's knowledge):

- (a) directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to;
- (b) induces that person to perform improperly a relevant function or activity;
- (c) rewards that person for improper performance of a relevant function or activity;
- (d) directly or indirectly requests, agrees 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;
- (e) commits any offence:
 - i. under Section 117(2) of the Local Government Act 1972;
 - ii. under the Bribery Act 2010;
 - iii. under legislation creating offences concerning fraudulent acts; or
 - iv. at common law concerning fraudulent acts relating to this Contract or any other contract with the Council.
- (f) defrauds, attempts to defraud, or conspires to defraud the Council.

Any termination under clause 17.1 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

18 MODERN SLAVERY

18.1 To the extent that the Modern Slavery Act 2015 may apply to the Supplier, the Supplier:

- (a) represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Supplier nor any of its officers, employees, agents, subcontractors or other persons associated with it:
 - (i) have been convicted of any offence involving slavery and human trafficking anywhere in the world;
 - (ii) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body anywhere in the world regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (b) shall implement and maintain throughout the term of any contract with the Council, due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

- (c) Shall report to the Council any breach or alleged breach of the Supplier's anti-slavery and human trafficking policies and procedures or those of its suppliers, sub-contractors and other participants in its supply chain and shall provide reasonable assistance to the Council to allow the Council to carry out any audit of the Suppliers anti-slavery and human trafficking policies and procedures or those of any suppliers, sub-contractors and other participants in its supply chains.

19 EQUAL OPPORTUNITIES

- 19.1 The Supplier shall not unlawfully harass or victimise a person or discriminate either directly or indirectly because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, nationality, ethnic or national origin, religion, or belief, sex, or sexual orientation (the **Protected Characteristics**) and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 19.2 The Supplier shall give due regard to the need to eliminate discrimination, advance equality and foster good relations within the meaning and scope of the Public Sector Equality Duty in Section 149 of the Equality Act 2010 in the execution of the Contract.
- 19.3 The Supplier shall take all reasonable steps to secure the observance of Clauses 19.1 and 19.2 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of the Contract.
- 19.4 The Supplier shall demonstrate to the Council that it has a policy to comply with its statutory obligations under the legislation referred to above in Clauses 19.1 and 19.2.
- 19.5 If there should be any findings of unlawful discrimination made against the Supplier by any court or employment tribunal, or an adverse finding in a formal investigation by the Equality and Human Rights Commission, the Supplier shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 19.6 The Council reserve the right to test the Supplier's equality performance through the life of the Contract. The Supplier shall cooperate with the Council regarding the provision of a data and/or access for site visits as reasonably required by the Council.

20 DATA PROTECTION

The Supplier shall comply in all respects with the provision of the UK Data Protection Legislation and will indemnify the Council against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Council for any breach of the UK Data Protection Legislation attributable to the Supplier.

21 WARRANTIES

- 21.1 The Supplier represents and warrants that:
 - 21.1.1 it has full capacity and authority to enter into and to perform its obligations under this Contract;

- 21.1.2 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might adversely affect its ability to perform its obligations under this Contract;
 - 21.1.3 it has not done, and in performing its obligations under this Contract, it shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations and it has maintained and monitored, and will maintain and monitor, policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Bribery Act 2010 and related applicable Laws; and
 - 21.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).
- 21.2 The Supplier represents and warrants that as at the Commencement Date:
- 21.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 21.2.2 it has obtained all Necessary Consents;
 - 21.2.3 all information contained in the Supplier's response to RFQ remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to the Commencement Date and separately warrants to inform the Council in the event there are any changes to such information during the Contract term; and
 - 21.2.4 shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Contract.
- 21.3 Each of the representations and warranties set out in Clauses 21.1 to 21.2 (inclusive) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract. Save as expressly set out in this Contract, all warranties, representations, conditions and other terms implied by Law (whether statutory or otherwise), are hereby excluded to the fullest extent permitted by Law.

22. FORCE MAJEURE

- 22.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including, without limitation:
- 22.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 22.1.2 epidemic or pandemic;
 - 22.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 22.1.4 nuclear, chemical or biological contamination or sonic boom;

- 23.1.2** if the sums payable by the Supplier pursuant to Clause 23.1 do not meet the actual losses or damages incurred by the Council resulting from the failure of the Supplier, the Council shall be entitled to:
- 23.1.2.1** claim any remedy available to it (whether under the Contract or otherwise) for loss or damage incurred or suffered over and above the Liquidated Damages; and
 - 23.1.2.2** without prejudice to Clause 23.1 the Council shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the Supplier.
- 23.2** The Supplier shall not be obliged to pay any sums pursuant to Clause 23.1 if and to the extent the failure by the Supplier to deliver the Goods by the Agreed Delivery Date directly results from the Council Default provided that the Supplier notifies the Council immediately of such circumstances in sufficient detail to enable the Council to remedy the situation. Except as set out in this Clause 23.2, no payment or concession to the Supplier by the Council or other act or omission of the Council shall in any way affect its rights to liquidated damages pursuant to Clause 23.1 or be deemed to be a waiver of the right of the Council to recover any damages unless such waiver has been expressly made in writing by the Council.
- 23.3** Notwithstanding Clause 23.1 the Supplier does not exclude responsibility for performing or re-performing the obligation or duty which gave rise to the relevant claim at its own cost in such manner as would (if possible) result in the same or substantively similar effect for the Council, whether or not such performance or re-performance gives rise to additional costs for the Supplier and the cost of re-performance shall be borne solely by the Supplier and shall not be re-charged to the Council whether by way of costs, reimbursement or otherwise.
- 23.4** Having given careful consideration to this matter, all monies payable by the Supplier under Clause 23.1 are considered by the Parties:
- 23.4.1** to be a genuine pre-estimate of the losses which the Council will incur in relation to the Supplier's failure to deliver the Goods by the Agreed Delivery Date, it being impossible to quantify the actual aggregate losses sustainable by the Council in terms of both loss of revenue as well as loss of reputation and prestige (the Parties acknowledging that hypothetically the losses sufferable by the Council might be more or less than the agreed liquidated damages calculation);
 - 23.4.2** to be arrived at without any inequality of bargaining position as between the Parties as a true bargain between the Parties;
 - 23.4.3** to be fair, given the nature and circumstances of the Contract;
 - 23.4.4** to be neither excessive, extravagant, unconscionable or oppressive in all the circumstances;
 - 23.4.5** and as such these monies are payable as liquidated damages such that the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 23.
 - 23.4.6** The Parties' joint intention in agreeing a scheme of liquidated damages in such circumstances is to substantially reduce and, to the fullest extent possible in law, eliminate, the risk of a dispute and potential litigation in relation to such circumstances.
- 23.5** Each Party confirms that:
- 23.5.1** it has taken specific legal advice on the effect of this clause; and

23.5.2 based on such advice, it does not enter into the Contract in anticipation that, or with any expectation that this Clause will be unenforceable for any reason.

IN WITNESS this Contract has been entered into on the date stated at the beginning of it.



CCTV Proposal

Private & Confidential

<p>Prepared For:</p> <p>Kish Ladd</p> <p>North Northamptonshire Council Bowling Green Road, Kettering, Northants, NN15 7QX</p> <p>Date: 24/06/2025 T: 01536 851258 E: Kish.Lad@NorthNorthants.gov.uk</p> <p>Site ID: 0000265</p>	<p>Prepared By:</p> <p>Marcus Eaves</p> <p>CVL Systems Ltd 1 Dean Close, Raunds, Northants, NN9 6BD</p> <p>T: (01933) 674100 M: 07879 630997 E: Marcus.eaves@cvlsystems.com</p>
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1. Document Information

Project	Bassetts Park – Wellingborough
Customer Name	North Northants Council
Author	Marcus Eaves
Your Ref	
Our Ref	SQ519311ME revision 1
Customer	Existing
Price Summary	Click Here

Change log history

Date	Revision	Detail
28/07/2023	1.0	Initial release
01/12/2023	1.1	Quotation amended following site meeting with Rajvinder Gill
15/01/2025	1.2	Pricing updated as requested by Rajvinder Gill
24/06/25	1.3	Pricing updated as requested by Rajvinder Gill

Correspondence & site address if different from above

Correspondence Address	Site Addresses
	Bassetts Park Wellingborough

Document Reference Pages

Title
Site Survey & User Requirements
Proposal Overview
Installation Notes
Requirements by the customer
Contract Notes
Attendance Schedule
Additional Information
Safety at Work Form
Accreditations

Reference appendix documents

Appendix.	Title	Revision
A	CCTV System Risk Assessment	1.0
B	CCTV System Specification	1.0
C	CCTV System Design	1.0
D	CCTV Datasheets	1.0



2. Site Survey & User Requirements

It is CVL Systems understanding that your requirements are as follows:

Site Survey

Revision	0.1
Date of Survey	07/07/2023
CVL Contact	Marcus Eaves
Customer Contact	John Kinloch
Installation	Existing
Survey & User Requirement Notes: (BS EN 62676-4 Clause 5)	<p>As per our meeting and site survey, we understand your user requirements to be as follows:</p> <p>A quotation is required to extend the CCTV coverage in Wellingborough to include Bassetts Park</p> <p>Our quotation has been revised following a site meeting with Rajivinder Gill – the cameras have been relocated to provide better views of the skatepark</p> <p>A proposal is required for an additional PTZ camera with an option for a second camera</p> <p>We have provided options for the optional post to be either 7.5metres high or 12metres high</p> <p>The full user requirements have been considered for the design of the following proposal.</p> <p>Please read this document carefully along with any appendix to make sure we have interpreted and met your full requirements.</p> <p>Should any of the captured risks or user requirements change, these may affect the ability/integrity of the of the system to meet its design purpose. For this reason, any such changes should be notified to CVL Systems as soon as possible.</p>

3. Proposal Overview

Our proposal is as follows

System Solution – The following Specification is for the supply and installation of additional CCTV equipment including the requirements of and BS EN 62676-4:2015, with reference to clause Security Inspectorate Code of Practice NCP-104 (Design, Installation and Maintenance of CCTV Systems).

Design Notes

Orientation – Always viewed from the front of the building. LHS-Left hand Side RHS-Right hand side LHSR- Left hand side rear RHSF- Right hand side front etc.

All Equipment will be located with due consideration of safe access for maintenance, optimum operational performance, and physical security.

Overview

This proposal outlines the additional works as defined within our meeting dated above.

The overall system [risk assessment](#) (Appendix A) is based on guidance and the requirements as outlined within the NSI code of practice NCP-104.

Our quotation comprises of :

(Camera 1)

1 x additional Pan tilt and zoom camera mounted on a 12 metre post located in Bassetts Park. Please refer to the site plan comprising of :-

1 x Hikvision DS-2DF8225IX-AELW(T5) PTZ Dome Camera, the camera will be mounted at approximately 8 metres high on a 1 metre extension bracket painted black

1 x Altron AW1545/12/up/400 12 metre cabinet based post with security locks painted black

A 60GHz WiFi link will transmit the camera back to an existing camera located on Jacksons Road Car Park, from this location the camera will transmit via the existing fibre network

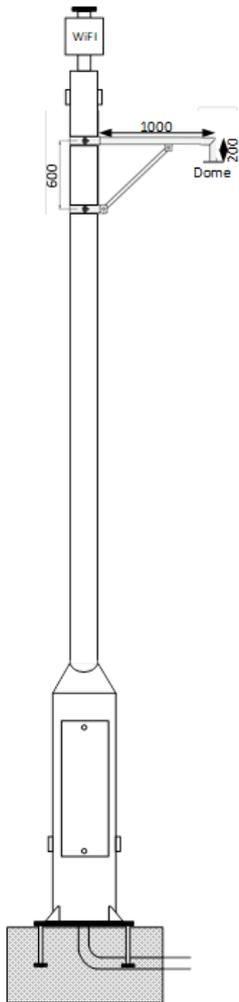
1 x Comnet ComNet PS-DRA60-48A switch to be located at the Jackson Lane location

1 x additional 6TB Hard Drive

Our quotation allows for groundworks to include

A concrete base suitable for the camera post

A cable duct to run to the near toilet block (approx 9 metres) where 240 volt power can be picked up. We have allowed a provisional sum for power connection, however these works will require acceptance from North Northants Council



The system is designed to be in operation 24/7 days a week 365 days a year. The main purpose of system is crime prevention, for a full breakdown of the proposed hardware please see [CCTV System Specification](#) below (Appendix B).

Optional additional PTZ Camera (Camera2) comprising of :-

1 x Hikvision DS-2DF8225IX-AELW(T5) PTZ Dome Camera, the camera will be mounted at approximately 8 metres high on a 1 metre extension bracket painted black

1 x Altron AW1697/7.5 7.5 metre high cabinet based post with security locks painted black

A 60GHz WiFi link will transmit the camera back to Camera 1 above

1 x Comnet ComNet PS-DRA60-48A switch to be located at the Camera 1 Post location

1 x 6TB hard Drive

Our quotation allows for groundworks to include

A concrete base suitable for the camera post
A cable duct to run to the near Lamp Post (approx 9 metres) where 240 volt power can be picked up. We have allowed a provisional sum for power connection, however these works will require acceptance from North Northants Council, and confirmation is required that the lamp posts are permanently powered

Our quotation is based on the cameras being transmitted and recorded via the existing Control room and storage servers – our quotation allows for an x additional 6TB hard drive however our quotation does not allow for any additional storage servers

Training & Documentation

Where applicable upon commissioning of the system, full training will be given to a “train a trainer” representative of the customer. At this point the appropriate O&M handbook will be supplied via email or a web link to the customer for the system. A site Logbook will be provided, this should be held where it will always be available to the visiting engineer.

Warranty

Our total cost includes one year warranty on the new equipment listed within this quotation.

PPM Contract Level 2

The cameras will fall under the existing maintenance agreements

4. Installation Notes

System Configuration

The overall purpose of the system is Crime Prevention

Storage Capacity & Image Quality

Please note any alterations to the system outside of this proposed design will have a direct impact of the on-storage capacity and image quality, therefore the system may not be capable of meeting the above stated retention period and image quality.

Metadata & Audio

Where metadata and or Audio is required/to be used this will be determined within the storage retention as calculated above.

Removal of media

Where images are saved for investigative purposes, you are advised to only retain images for as long as can be justified as necessary. For removal of media please refer to the systems user manual for further information.

Image lighting

Camera performance is dependent on the prevailing light available. IR lighting has been specified for external cameras. Internal cameras will include short range IR illumination in the event of lighting failure.

Typical light levels

Lux is a measure of light intensity. A camera Lux rating refers to the minimum amount of light that will produce pictures, the lower the Lux numbers the more sensitive the camera.

Moonless, overcast night sky	0.0001 Lux
Moonless, clear (starlight) night sky	0.001 Lux
Quarter Moon on a cloudless night	0.01 Lux
Deep Twilight	1 Lux
Twilight	4 Lux
Well lit main street	10 Lux
Stairs / passage ways	60 Lux
Offices/retail store daylight	250/500 Lux
Daylight	10,000 Lux
Full sunlight	100,000 Lux

CVL Systems Ltd are approved by the National Security Inspectorate (NSI) to install and maintain Electronic Security Systems that comply with current standards and codes of practice.

In addition to this we are also ISO9001:2015 approved for Quality Management, this allows us to issue a Gold Certificates of Compliance.

National Security Inspectorate Certificate of Compliance

Where applicable an NSI certificate of compliance for the installation will be issued upon full receipt of payment.

GDPR & Data Protection Act

Your attention is drawn to the current GDPR regulations and the Data Protection Act 2018 and the Information Commissioners Office CCTV Code of Practice. To comply with the Law, you may be required to register the system with the Information Commissioners Office. More information can be obtained from the ICO: - Website: www.ico.gov.uk

External Cameras - Privacy issues

Where a camera's field of view overlooks private spaces, these spaces will be either physically or electronically "masked" to ensure that images are not recorded.

Images transmitted to a Video-Monitoring Centre

Where images are transmitted to a Video Monitoring Centre if there is a break in the line of transmission system failure then no information will be received at the video-monitoring centre however, images will continue to be recorded locally.

Please Note

It is not possible to determine the nature and structure of the building, the hidden pipe work and cabling at the time of survey the exact final location of equipment and the allotment of zones may be amended by the installing engineer in agreement with the customer at the time of install.

All equipment installed internally will be Environmental Class II unless otherwise stated. All equipment installed externally will be Environmental Class IV unless otherwise stated.



5. Requirements by the customer

Excluded from our proposal and assumed by others	
	Description
Power / UPS backups	We have allowed a provisional sum for 240 volt power connections from the near toilet block (camera 1), and the near Lamp Post (camera 2) however approval for the connection is required by others prior to works

6. Contract Notes

Upon receipt of order, the customer acknowledge that regardless to any and all other contract T&C's, CVL Systems T&C's (available upon request) will be upheld as final.

In addition, upon receipt of any order for these works, the customer acknowledges that regardless to any and all other contract T&C's CVL Systems will not be bound to or held liable for any liquidated and ascertained damages (LADS) that form part of the main contract or otherwise nor do CVL Systems agree to any retention fees.

Should we be successful with our proposal we would ask that a programme of works be issued to us to allow us to plan our scope of works into this.

This proposal and its contents will remain the intellectual property of CVL Systems and unless otherwise stated and confirmed in writing should not be shared or distributed with any third parties.

Upon acceptance of this proposal CVL systems standard terms of payment will be applicable, unless otherwise agreed prior to receipt of the customer's official order

Under the NSI Code of practice, where the customer is to provide any of the 240v AC mains supplies for these works, CVL Systems must hold a copy of the NICEIC or equivalent inspection certificate on record for the proposed spurs we are to use. Failure to provide this information may result in the equipment being left untermiated and or not commissioned.

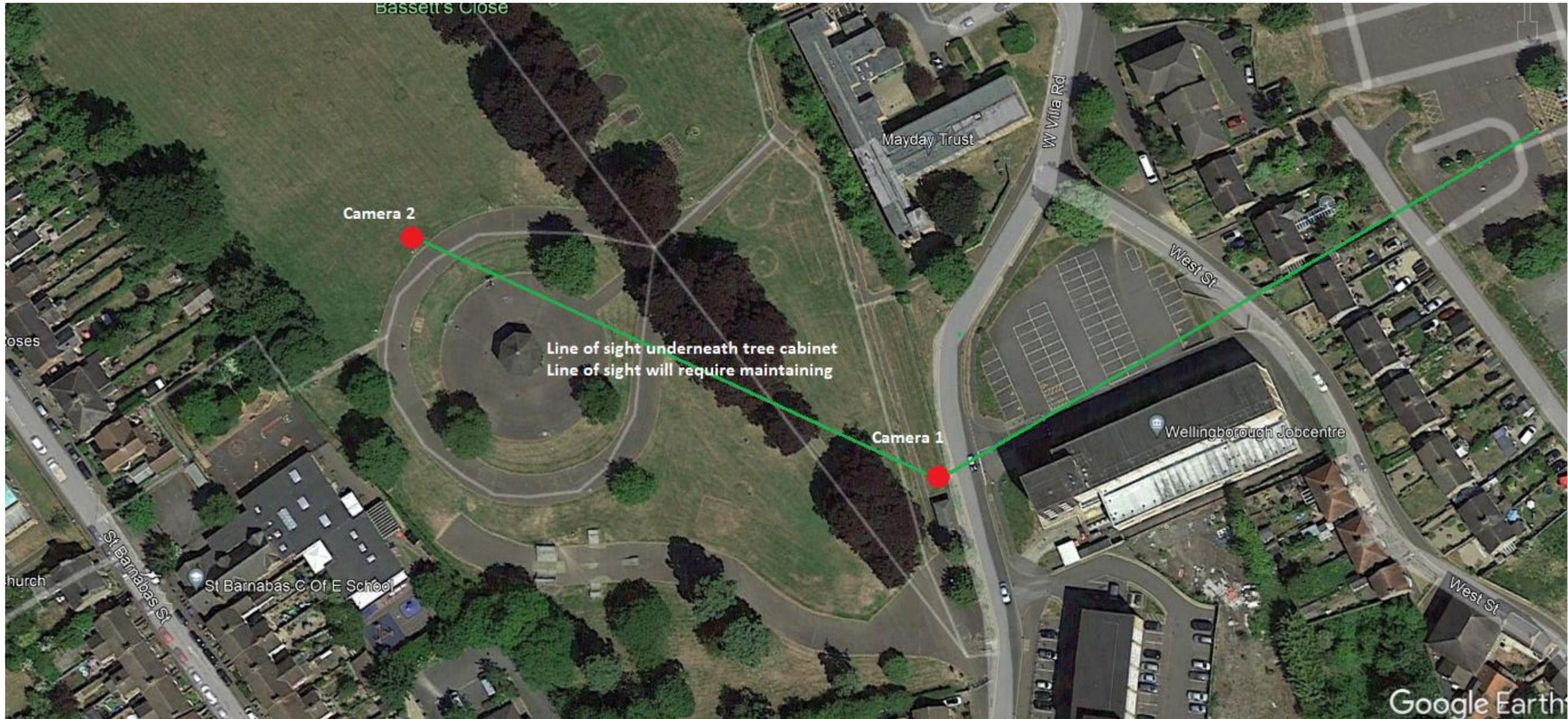
We have not allowed for associated planning permission for the camera posts – planning permission as required is to be obtained b others



Appendix A – CCTV System Risk Assessment

	Survey Questions	Answers
1	Is the system maintained?	Existing maintained customer
2	Risk assessment and design by others?	Yes
3	If by others, please reference document information here	
4	Is the system a takeover?	No - Additional hardware
5	What is the purpose of the system?	Crime Prevention
6	Description of premises?	Public open space
7	New build?	No
8	Premises occupancy times?	24/7
9	Is the site alarmed?	No not required
10	Is the site man guarded?	No - Customer is happy to monitor the new system themselves
11	Will the system be monitored by an ARC?	Yes required
12	If yes what type of confirmation is required?	N/A
13	System type?	IP
14	Recording type?	Continuous recording only
15	Is any system integration required?	No not required
16	What's the minimum resolution required?	1080p HD (2Mpx)
17	What's the minimum live quality required?	25ips – low latency (Real time)
18	What's the minimum retention required?	31 days
19	What's the minimum recording resolution required?	1080p HD (2Mpx)
20	What's the minimum recording quality required?	25ips – low latency (Real time)
21	Camera quantity?	2
22	Are any new or additional workstations are required?	NO
23	Is the customer supplying the network?	No - CVL will be providing the network cabling including switches
24	Is the customer supplying a server?	Existing system
25	Are any external detectors required?	No not required
26	Is additional lighting required?	Yes - IR lighting has been included within the proposal
27	Site drawing?	Please See Appendix C
28	Note that in the case of a takeover all equipment which is to be retained as existing should be annotated as such in this Survey Report:	List of Existing Equipment for takeover:
29	Confirm the customer gives permission for CVL Systems to hold engineering access level usernames and passwords?	Yes
30	Is a site document holder required?	No - One already in place

Appendix C – CCTV System Design



7. Attendance Schedule

We, Our, Us, the Service Provider: CVL Systems Limited

You, Your, the Customer: The customer with whom we make this agreement

1. We will not be liable for the site conditions such as:
 - a. Identifying the position of any pipe work, electrical or other cables laid by any 3rd party whether they are situated within ceiling voids or within the walls. It is the customer's responsibility to supply services drawings or inform us of any services not identified.
 - b. That the surfaces to which we fix will take the loads we require.
 - c. Exact positioning of our equipment to be decided at time of final site survey prior to works starting with our engineer.
2. Furthermore, we do not carry out or accept any liability whatsoever for any site Fire Risk Assessment carried out by others.
3. Should damage, expense, loss, costs, problems or delays arise on site due to but not limited to any of the above, we accept no liability for any damage, expense, loss, costs, problems or delays whatsoever and seek additional financial compensation to cover any such loss.

CVL Systems Responsibilities – General

1. Selling, supplying and installing equipment as listed within this document.
2. General arrangement drawings, (if applicable) based on our site survey and risk assessment.
3. Secondary containment surfaced fixed to equipment as listed within this document.
4. Where necessary supplying a full handover and training on the installed system.
5. Where applicable supplying a completed *NSI certificate for the installed system.
*NSI certificates will only be issued upon receipt of a signed acceptance certificate and full payment for the works.
6. We will hold on our secure server any engineering/technician login details for the system, this is to allow our engineers access to the system setup and engineering level menus.
7. If the site is live/open to the general public or other trades, CVL Systems can where necessary provide the use of barriers around the installation area to ensure the safety of those in the immediate area.

CVL Systems Responsibilities – Health & Safety

1. To provide all PPE for our staff unless a site-specific requirement is necessary such as but not limited to BA Kit, Extreme Weather Clothing for chill stores etc..
2. Customers site health and safety legislation and rules will be followed at all times where applicable.
3. Attend and required site inductions where applicable.
4. Provide a copy of our RAMS to the customer where applicable.
5. Follow customers site signing in and out rules.

Customers Responsibilities – General

1. Provision of any and all dedicated non switched fuse spurs with an operating voltage of 240V AC as detailed in our specification. This is to be made available prior to installation with power supplies ready to be connected to and clearly marked.
2. Electrical supply for hand tools to be available.
3. Unless stated otherwise dedicated LAN points will be assumed to be provided by others.
4. If hidden conduits are required, these are to be provided and installed with draw wire by yourselves.
5. An area where all waste can be cleared to or a skip to be provided at no additional cost to CVL Systems.
6. Making good of floors, walls, ceilings and or other finishes once the installation has been handed over.
7. Site preparation in accordance with our drawings. Before preparing the area, please contact us to ensure that you are in possession of the correct drawings and that they are the current version.
8. Where applicable and any all-third-party trades such as but not limited to: associated builders/Ground works/electrical installations required will be the responsibility of the customer unless otherwise agreed.
9. Registration of the system if required with the local Authority.

Customers Responsibilities – Health & Safety

1. Customer is to provide a safe working area for CVL Systems Staff during the Installation. We reserve the right to postpone the installation until the working area is made safe.
2. Should health and safety site inductions be required then you must inform us of the times, expected duration and locations of these prior to the installation date, should these impede to much into the working day CVL Systems may seek additional financial compensation to cover any such loss.
3. Provide a copy of the Asbestos Register and highlight any other items that might pose a potential risk to our staff whilst on site.
4. Inform us of any signing in requirements.

Customers Responsibilities – Welfare Facilities

1. Customer to provide toilet and wash facilities with hot and cold water and soap and a means of drying hands.

Handover

1. On test and commissioning, the equipment will be handed over to the site manager or equivalent.
2. We will demonstrate the equipment to a "train the trainer" representative of the company at time of handover. Should you wish for additional members of staff to be trained on the use of the equipment we would be willing to carry out additional demonstrations; however, there would be a charge for this additional service.
3. Where necessary we will take reference images, a commissioned system backup and retain all engineer level passwords and usernames for the system for future reference, these will be stored electronically by us on our internal systems, unless agreed otherwise in writing you accept these terms.

Working Hours

1. This quote includes for the installation to be carried out in one continuous visit during normal working hours (Monday to Friday 08:00 to 16:30), unless otherwise agreed in the Contract. Should the installation be required out of hours i.e. night, weekend or public holidays- this will be subject to additional costs.
2. If for any reason beyond our control, we cannot carry out the installation in one continuous visit and it is necessary to leave site before the installation is complete, CVL Systems may seek additional financial compensation to cover any such loss.

8. Additional Information & Assumptions

We, Our, Us, the Service Provider: CVL Systems Limited

You, Your, the Customer: The customer with whom we make this agreement

1. This proposal is submitted in accordance with the current CVL Systems Ltd Health and Safety Policy and site Risk Assessment & Survey (Appendix B). The customer is responsible for providing a safe working environment in accordance with all statutory provisions and safety legislation.
2. This proposal is submitted with an attendance schedule identifying the attendances we are responsible for and what you are responsible.
3. Unless otherwise stated, all work will be carried out by CVL Systems Ltd between the normal working hours of 08:00 – 1630, Monday – Friday, this includes any commissioning, training & handover of the system.
4. We except no liability in respect of any conditions, obstructions, events or circumstances that may affect the execution of the goods and services and you shall be deemed to have satisfied yourself with correctness and sufficiency of the price that excludes the provisions detailed in the attendance schedule and within this additional information and assumption page, unless expressly stated.
5. Any information that comes to light after the initial quote has been accepted, that was not made clear during the quote stage and has an impact on the cost and / or project duration may lead to additional charges. All variations and additional works including additional cost and changes in programme shall be agreed in writing, by CVL Systems and the Customer, prior to any changes to works on site.
6. All cabling by CVL systems will confirm to the latest wiring and containment regulations. This will include special attention in respect of compliance to securing critical interconnection cables from premature collapse in the event of a fire.
7. Unless otherwise stated, wireway containment will not be provided by CVL Systems. Containment will be the responsibility of you unless identified in the goods and services being provided by us and should include conduits, trays, ducts, and cable routes with suitable access and draw cords, fit for the purposes of installing cables where these cables are provided by us. Failure to supply containment in a timely manner to enable CVL Systems to complete our works during the installation period, may incur additional costs and delays to the overall installation of equipment or services provided by CVL Systems.
8. Communication lines you are responsible for networks including but not limited to broadband, modem, leased line and Ethernet networks unless expressly stated in our quotation and should be provided as preparatory works. The evaluation of local area networks (LAN) and Wide Area Networks (WAN) resource and capacity are your responsibility, and we make no warranties or representations about the performance of the LAN / WAN after the installation of network addressable equipment.
9. BWIC & making good [Fire Stopping] CVL Systems are not responsible for making good of the working areas or resealing wireways that have been created through any fire stopping measures. It is the customer's responsibility to arrange for this at no cost to CVL Systems. It is assumed that any builder's works, decorating, carpets, will be carried out by others. The estimate does not include for cutting away, making good or redecoration. No allowance has been made for moving any equipment, plant or stock or for lifting carpets, floorboards or specialist floor & ceiling tiles, lighting or similar works will be by others (if applicable).
10. You are responsible for the ensuring that all furnishings, equipment, plant or stock do not obstruct our working area and that there is sufficient lighting for undertaking the goods and services except were included in the attendances and (that all surfaces are protected from dust).
11. Any and all electricity supply of both temporary and permanent will be the responsibility of you and should be provided to us at no cost within 0.5 metres of all supplied mains powered equipment or where detailed in our quotation a 240V AC 50 Hz supply terminated into a non-switched, fused spur with neon outlet upon the same phase, as preparatory works. These should be clearly labelled.
12. Where required access & escorts are provided at no costs to us. In addition, any and all permits to work will be provided by you at no cost to us. Any additional charges may be incurred where these are not provided in order for us to perform our services.

13. Entire Agreement Clause This Agreement constitutes the entire agreement between us and you in respect of the Goods and Services and supersedes all prior negotiations, discussions, correspondence, agreements, or arrangements either written or oral. For the avoidance of doubt any qualifications or amendments proffered by you shall be void and of no effect unless the same are included and logged within Appendix A Notes and Comments of the Agreement.

14. This quotation provides for the supply and installation of all local cables unless otherwise stated within the body of this proposal.

15. It is assumed that there are no hidden circumstances, which may affect the installation of cabling, and/or equipment, which could not be seen during system survey and ground level inspection of the site. Such circumstances affecting the contracted estimated works will require agreement and would be in addition to the contract sum.

16. It is assumed that any customer development works effecting the programme or requiring additional works will be in addition to this contract.

17. CVL Systems have not allowed for licence applications. It is assumed that the customer would be responsible for obtaining wayleaves, licences, and permissions.

18. It is assumed that any additional architectural or structural design/consultancy services required will be the responsibility of the customer.

19. If we cannot re-utilise the existing ducts or the existing ducting is unsuitable in any way additional costs will be incurred to allow for extra works, this includes any repeat visits.

20. Failure on the part of the Customer or others to provide services, fixtures, fittings, containment or other elements required by CVL Systems for the completion of part or the whole of contracted works in a timely manner may result in delays to our ability to provide the agreed works within the agreed period, additionally the delays may require us to revisit the agreed works, which at our discretion may incur additional costs and may cause delays to the works completion date.

21. CVL Systems reserves the right to recover any additional costs not previously quoted that arise as a result of:

- Extensions of time due to 3rd party works that are out of CVL Systems direct control.
- Revisit charges where CVL Systems are requested to make return visits over and above those anticipated in the initial contract period through no fault of CVL Systems.
- Any and all changes in scope/requirements that arise that were not anticipated in the original submitted and approved.
- Any and all changes in architecture that arise that were not anticipated in the original submitted and approved proposal.
- Any peripheral equipment that is found to be faulty during the project that directly impacts the performance of the approved proposal.
- Subsequent hazards identified not anticipated in the original submitted and approved proposal that lead to extension in time on site out of CVL Systems control.



9. Price Summary

Project. Bassetts Park - Wellingborough
Level. 1
Quote Number. SQ519311ME rev 3
Site ID. 0000671

The total price includes One year Manufacturers Warranty, on the new equipment listed within this quotation. Any completion dates required for the above quotation are to be agreed by both parties in writing before the commencement or placement of your order.

Price summary: Please include the quotation No on your official order		
Item	Qty	Line cost
1 x PTZ Camera mounted on a 12 metre Post as detailed above		£15,785.00
Total:		
		£ 15,785.00
Options:		
1 x additional PTZ camera mounted on an 7.5 metre post		£ 13,855.00
Additional cost for the 2 nd optional camera to be mounted on a 12 metre high post (to allow for future linked cameras) an additional		£1505.00
Options Total:		£TBC

This quotation is fixed for 7 days and excludes VAT.

By either signing and/or suppling CVL Systems with a PO for these proposed works, it is understood that you the customer has read and accepted the proposal as outlined above.

Please include the quotation No on your official order, orders without this information cannot be processed

CVL Systems Terms and Conditions available upon request.

To place an order based on this quotation please sign & return the document to sales@cvlsystems.com with your attached purchase order.

Print.....

Sign.....

Position.....

Purchase Order Number.....

Date.....





10. Safety at Work Form

10. Safety at Work Form	Y/N	Actions required/comments
Is it a 'Greenfield site'?		
Does the customer require the installing/servicing engineer to receive a site specific safety induction?		
Are there any 'specialist training' required associated with working on site?		
Are there any specific safety passports required for work on this site? (e.g. CSCS, ECS etc.) If 'Y', please specify		
Are there any hazardous substances on site? Are these likely to be encountered during the intended work by the CVL Systems engineer?		
Are there any known radiation sources on site? Are these likely to affect work methods of the CVL Systems engineer?		
Is their known asbestos hazard on site? Will the work be liable to disturb this asbestos? Is there an Asbestos Register? If so, specify where is it located? (Note: CVL Systems is not a licensed Asbestos Contractor and cannot undertake work involving direct contact with asbestos)		
Are there any access restrictions applicable to the site or the intended place of work? (e.g. out of hours working or physical restrictions)		
Is a site 'Permit to Work' system in operation applicable to the work involved?		
Are local electrical isolation arrangements available?		
Does the customer require copies of site specific risk assessments associated with the work carried out?		
Are there any other hazards we should be aware of? If so, please specify.		
Is any special Personal Protective Equipment required?		
Are there any restrictions on using ladders or step ladders?		
Is more than one person required to carry out the work? (Note: Consider site and task requirements)		
Is confined space working required? (e.g. Inside cable tunnels, vessels, vats, etc.)		
Is there any ladder work? If so please specify height. (Note: Use of an extension ladder as a temporary working platform should be 'footed' i.e. this is a two man job, unless an approved ladder stabiliser is used or the ladder is secured)		
Is there any work requiring temporary mobile/portable or specialist access equipment?		
Is there any outside working?		

11. Accreditations held by CVL Systems Ltd

ISO9001:2015

Certificate No: F564500
Security systems certifications for design, installation and maintenance.



NSI NACOSS Gold

NSI GOLD Certificate No: 52133
Installer of Access Control, CCTV Systems, Intruder Alarms



Health & Safety

SafeContractor - Certificate No: AF9548



CHAS Certified – Membership ID: CHAS-0020627



Employee Screening

CVL Systems screens all employees in accordance with standard BS 7858:2012 and NPPV 2/3. For many customers we satisfy corporate and security screening requirements that exceed this level in order to meet customer or Authority demands.

Other Memberships

Gate Safe - Certificate No: 1200



Cyber Essentials

Certificate Number - IASME-CE-040837



DEED OF CONTRACT

FOR THE APPOINTMENT OF A CONTRACTOR

BASED ON THE

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

for

**The supply and installation of 2 CCTV cameras at Bassetts Close Park as per planning
NW/24/00176/FUL**

Between

North Northamptonshire Council

and

CVL Systems Ltd

Legal Services
North Northamptonshire Council
The Corby Cube, George Street,
Corby, NN17 1QG
Legal Ref: 27024

CONTENTS

CLAUSE

1.	Parties	Error! Bookmark not defined.
2.	Recital	Error! Bookmark not defined.
3.	Operative Clauses	Error! Bookmark not defined.
4.	Schedules	6

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 November 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) **CVL Systems Ltd** incorporated and registered in England and Wales with company number 06833565 whose registered office is 3 Wallis Close Wallis Close, Park Farm Industrial Estate, Wellingborough, Northamptonshire, England, NN8 6AG (“**Contractor**”)

RECITAL

- (A) The Employer is seeking to procure a Contractor to supply and install 2 CCTV cameras linked to NNC monitoring room at Bassets Close Park 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: The Project Brief and 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. The Commencement Date shall be the date on which the Employer issues the Purchase Order, which date shall be confirmed to the Contractor in writing.
 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:
) 2450/25
) 

Signed by:
Sarah Coles
.....722AECB59816429.....

Authorised Officer

**EXECUTED as a deed by
CVL Systems Ltd**

James Gant

Name of Director

DocuSigned by:

BD8BA1CBF62E4EC...

Signature of Director

In the presence of:

DocuSigned by:
Helen Chettle
DDBB848A64B3432.....

Name: Helen Chettle

Position: Sales Administrator

Address: 3, Wallis Close, Park Farm, Wellingborough, NN8 6AG

Schedule 1 Project Brief and Employer's Requirements/Specification



1273314 -

Wellingborough new



1273313 -

Wellingborough new



1273312 -

Wellingborough 2x



1273311 - Type 1

and Type 2 AW1545-lcamera



1266394 - CCTV

technical spec

Schedule 2

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



JCT Minor Works
2024 Edition pdf.pdf



JCT Pre Lims - Minor
Works Prelims - 2 x C

Schedule 3 Goods Contract



Goods contract.docx

**Schedule 4
Charges (Contract Price)**



1273315 -
SQ519311ME rev 3 N

£31,145

**Schedule 5
Variation Form.**

Variation Form No:

.....

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

.....

Certificate Of Completion

Envelope Id: AB9BD377-2444-4345-948A-8BD3C777AB73

Status: Completed

Subject: Complete with Docusign: JCT for installation of 2 CCTV cameras at Bassetts Park - 2450/25

Source Envelope:

Document Pages: 112

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nylah Clarke-Mills

AutoNav: Enabled

Stamps: 1

Sheerness House

Envelopeld Stamping: Enabled

41 Meadow Road

Time Zone: (UTC) Dublin, Edinburgh, Lisbon,

Kettering, Northamptonshire NN16 8TL

London

nylah.clarke-mills@northnorthants.gov.uk

IP Address: 2a00:23c7:e02a:

Record Tracking

Status: Original

Holder: Nylah Clarke-Mills

Location: DocuSign

10-Nov-2025 | 17:30

nylah.clarke-mills@northnorthants.gov.uk

Signer Events

James Gant

james.gant@cvlsystems.com

Director

CVL Systems Ltd

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BD8BA1CBF62E4EC...

Timestamp

Sent: 10-Nov-2025 | 17:46

Viewed: 10-Nov-2025 | 19:42

Signed: 10-Nov-2025 | 19:43

Signature Adoption: Uploaded Signature Image

Using IP Address:

2a00:23c6:5d80:ca01:dceb:3f54:34cc:6bdb

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 28-Feb-2023 | 13:46

ID: 8a14223c-3550-49bd-aaa9-7ab69ddeb5e

Sarah Coles

Sarah.Coles@northnorthants.gov.uk

Senior Lawyer

Security Level: Email, Account Authentication (None)

Signed by:

 722AECB59616429...

Sent: 11-Nov-2025 | 13:17

Viewed: 18-Nov-2025 | 12:21

Signed: 18-Nov-2025 | 12:21



Signature Adoption: Pre-selected Style

Using IP Address: 185.111.131.78

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Rajvinder Gill

Rajvinder.Gill@northnorthants.gov.uk

Security Level: Email, Account Authentication (None)

COPIED

Sent: 18-Nov-2025 | 12:21

Viewed: 18-Nov-2025 | 12:32

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Helen Chettle
helen.chettle@cvsystems.com
Sales Administrator
19 Purbeck Road, Rushden, NN10 6UH
Sales Administrator
3 Wallis Close, Park Farm , Wellingborough, NN8 6AG
Witness for James Gant
(james.gant@cvsystems.com)
Security Level:

DocuSigned by:

DDBB848A64B3432...
Signature Adoption: Pre-selected Style
Using IP Address: 157.231.69.62

Sent: 10-Nov-2025 | 19:43
Viewed: 11-Nov-2025 | 13:14
Signed: 11-Nov-2025 | 13:17

Electronic Record and Signature Disclosure:
Accepted: 11-Nov-2025 | 13:14
ID: f1ce9c71-67a7-4d75-ae39-dc99d0e7068d

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10-Nov-2025 17:46
Envelope Updated	Security Checked	12-Nov-2025 08:13
Certified Delivered	Security Checked	18-Nov-2025 12:21
Signing Complete	Security Checked	18-Nov-2025 12:21
Completed	Security Checked	18-Nov-2025 12:21

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, North Northamptonshire Council (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact North Northamptonshire Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hayley.sims@northnorthants.gov.uk

To advise North Northamptonshire Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hayley.sims@northnorthants.gov.uk and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from North Northamptonshire Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hayley.sims@northnorthants.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with North Northamptonshire Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hayley.sims@northnorthants.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify North Northamptonshire Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by North Northamptonshire Council during the course of your relationship with North Northamptonshire Council.