



STANDARD AGREEMENT

For

JCT DESIGN & BUILD CONTRACT 2016

Standard Agreement for JCT Design and Build Contract 2016

Contract Date: 05 NOVEMBER 2025

This document records the terms of a contract made between the parties identified as the Contractor and Employer below. It is subject to the terms printed below. The contract incorporates the Articles of Agreement, Conditions and Supplemental Conditions of the JCT Standard Form of Design and Build Contract 2016 Edition ("DB16") as amended by the following provisions and the Schedules thereto.

This Agreement states the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on anything which is not stated in this Agreement or which cannot be implied as being reasonably required to give it business efficacy and is not otherwise inconsistent herewith.

This Agreement shall not be amended, modified or supplemented except in writing by duly authorised representatives of both Parties.

No failure or delay on the part of either Party to exercise any rights or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be.

ARTICLES OF AGREEMENT

Contractor:	Name:	EBC Partnerships Limited (Company Number 08912263)
	Address:	1-2 Lemon Villas, Lemon Street Truro TR1 2NU
	Tel:	01872 305952

Employer:	Name:	Coastline Design and Build Limited (Company registered number 09622238)
	Address:	Coastline House, 4 Barncoose Gateway Park, Pool, Redruth TR15 3RQ
	Tel:	01209 200200

RECITALS

First Recital	The Design and construction of 26 dwellings. The units will be comprised of 18 Social Rent properties and 8 Shared Ownership properties. The works will include provision of access roads and ancillary works.
Second Recital	in response to the Employer's Requirements attached as Appendix 1 the Contractor has supplied to the Employer: documents showing and describing the Contractor's proposals for the design and construction of the Works attached as Appendix 2 (the "Contractor's Proposals"); an analysis of the Contract Sum attached as Appendix 3 (the "Contract Sum Analysis").
Third Recital	the Contractor has examined the Employer's Requirements and the Contractor: (a) accepts responsibility for any design contained in the Employer's Requirements insofar as they are for the Works; and (b) confirms that the Employer's Requirements are satisfied by the Contractor's Proposals and Contract Sum Analysis.
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	the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars
Sixth Recital	Not used
Seventh Recital	Whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars.

ARTICLES

The Articles are deleted and replaced with the following:

Article 1	Contractor's obligations The Contractor shall complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents.
Article 2	Contract Sum The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the sum of Six million, one hundred and fifty thousand pounds and no pence only. (£6,150,000.00) (the "Contract Sum") or such other sums as may become payable under this Contract.
Article 3	Employer's Agent For the purposes of this Contract the Employer's Agent is; Taylor Lewis Limited of 1c The Venture Centre, Yeoford Way, Matford, Exeter, Devon, EX2 8LB Tel: 01392 825778 Email: exeter@taylorlewis.co.uk or such other person as the Employer nominates in his place. Save to the extent that the Employer may otherwise specify by written notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.
Article 4	Employer's Requirements and Contractor's Proposals The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.
Article 5	Principal Designer The Principal Designer for the purposes of the CDM Regulations is Taylor Lewis Limited whose registered office is at 1c The Venture Centre, Yeoford Way, Matford, Exeter, Devon, EX2 8LB or such replacement as the Employer at any time appoints to fulfil that role.
Article 6	Principal Contractor The Principal Contractor for the purposes of the CDM Regulations is the Contractor 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 the TeCSA Adjudication Rules (as set out in the version which is in force at the date of the referral) which are deemed to be incorporated by reference to this Article.
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Article 8	Arbitration This Article does not apply.
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Article 9	Legal Proceedings Subject to Article 7, 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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Article 10	Insert the following new articles: "Article 10: 10.1 The Contractor is deemed to have: 10.1.1 inspected the Employer's Requirements (and the design contained therein) and satisfied himself as to their contents applicable to this Contract; and 10.1.2 taken all necessary measurements with sufficient accuracy; and 10.1.3 satisfied himself fully regarding all the conditions under which the Works are to be carried out; and 10.1.4 obtained all necessary knowledge, information and permission; and 10.1.5 allowed accordingly in the Contractor's Proposals and the Contract Sum Analysis for all things and matters which would have been revealed thereby. 10.2 In its preparation of the Contractor's Proposals and/or the Contract Sum Analysis the Contractor is deemed not to rely on or to have relied on any data, information, description, affirmation of fact, promise, advice, report, representation or statement made orally or in writing by the Employer, his employee(s), professional advisers or agent(s) contained in or concerning the Employer's Requirements. 10.3 Approval Neither the giving of any approval, consent, examination, acknowledgement, knowledge or terms of any agreement or document nor the review of any document or course of action by or on behalf of the Employer, nor the failure of the same, shall unless otherwise expressly stated in this Contract, relieve the Contractor of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
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CONTRACT PARTICULARS

Part 1: General

Fourth Recital and Clause 4.5	Construction Industry Scheme Employer at the Base Date is a "contractor" for the purposes of the CIS.
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Fifth Recital	Description of Sections (if any) Not applicable
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Sixth Recital	Framework Agreement Not Used.
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Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 Of the Supplement Provisions set out in Part 1 of Schedule 2 of the JCT Contract, the following do or do not apply: (where neither entry is deleted, the relevant paragraph does not apply)
	Provision 1 – Named Sub-Contractors Paragraph 1 does not apply
	Provision 2 – Valuation of Changes – Contractor's estimates Paragraph 2 applies
	Provision 3 – Direct loss and/or expenses – Contractor's estimates Paragraph 3 applies

Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 Of the Supplement Provisions set out in Part 2 of Schedule 2 of the JCT Contract, the following do or do not apply: (where neither entry is deleted, the relevant paragraph applies)
	Provision 4 – Acceleration Quotation Paragraph 4 applies
	Provision 5 - Collaborative working Paragraph 5 applies
	Provision 6 - Health and safety Paragraph 6 applies

	Provision 7 - Cost savings and value improvements Paragraph 7 applies
	Provision 8 - Sustainable development and environmental considerations Paragraph 8 applies
	Provision 9 - Performance Indicators and monitoring Paragraph 9 applies
	Provision 10 - Notification and negotiation of disputes Paragraph 10 applies Where paragraph 10 applies, the respective nominees of the Parties are: Employer's nominee: Robin Jackson Contractor's nominee: Matt Cavill Or such replacement as each Party may notify to the other from time to time.

Article 4	Employer's Requirements These are annexed at Appendix 1.	Article 4	Contractor's Proposals These are annexed at Appendix 2.
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Article 4	Contract Sum Analysis This is annexed at Appendix 3.	Article 8	Arbitration Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
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Clause 1.1 Definitions	Base Date 2 weeks prior to possession
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Clause 1.1 Definitions	BIM Protocol (where applicable) Not Used
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Clause 1.1 Definitions	Date of Completion of the Works 26 th February 2027	Date of Completion of the Sections Not applicable
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Clause 1.7 Giving or services of notices and other documents	Address for Service of notices (if different to those on page 1): Employer: [name] Address: [address]	Address for Service of notices (if different to those on page 1): Contractor: [name] Address: [address]
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Clause 2.3 Possession	Date of Possession of the Site The Date of this Contract	Date of Possession of the Sections Not applicable
Clause 2.4 Deferment of possession	Deferment of possession of the Site Clause 2.4 does not apply Maximum period of deferment: <i>[Complete if less than 6 weeks]</i>	
Clause 2.4 Deferment of possession	Deferment of possession of Sections Clause 2.4 does not apply Maximum period of deferment: <i>[Complete if less than 6 weeks]</i>	
Clause 2.17.3 (Design Work – liabilities and limitation)	Limit of Contractor's liability for loss of use etc Does not apply.	
Clause 2.29.2 (Payment or allowance of liquidated damages)	Liquidated Damages At the rate set out in Appendix 4.	Liquidated Damages for Sections Not applicable
Clause 2.34	Sections: Section Sums Not applicable	
Clause 2.35 (Defects)	Rectification period 12 months from the issue of the Practical Completion Statement	Rectification period for Sections Not applicable
Clauses 4.2, 4.12 and 4.13	Fluctuations Provision No Fluctuation Provision applies	
Clause 4.6	Advance Payment does not apply	Clause 4.6 Advance Payment Bond is not required

Clause 4.7.1	Method of Payment Alternative B
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Clause 4.7.2	Interim Payments – Interim Valuation Dates The interim Valuation Date is the date of this Contract and subsequently date of each calendar month the same date thereafter.
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Clause 4.15.4 (Requirement for bond)	Listed items – uniquely identified Does not apply	Clause 4.15.5	Listed Items not uniquely identified Does not apply
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Clause 4.17	Contractor's Retention Bond Clause 4.17 does not apply
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Clause 4.18.1	Retention Percentage 5%
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Clause 5.5	Daywork Clause 5.5 is not applicable
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Clause 6.4.1	Contractor's Public Liability insurance The required level of cover is not less than £10,000,000 for any one occurrence or series of occurrences arising out of one event.	Clause 6.5.1	Insurance – liability of Employer Not applicable	Clause 6.7 & Schedule 3	Works Insurance - Insurance options Option A
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Clause 6.7 & Schedule 3	Percentage to cover professional fees 15%	Clause 6.7 & Schedule 3	Annual renewal date of insurance 23 rd September
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Clause 6.10 and Schedule 3	Terrorism Cover (unless otherwise stated Pool Re Cover is required) Not Used
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Clause 6.15	Professional Indemnity Insurance Amount of indemnity required is £10,000,000 in the aggregate arising out of one event including pollution. Expiry of period of professional indemnity insurance 12 years from the issue of the Practical Completion Statement	Clause 6.17 Clause 6.20	The Joint Fire Code Applies The insurer has not specified that the works are not a large project. The cost of any compliance shall be borne by the Contractor.
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Clause 7.2	Assignment of rights of enforcement Clause 7.2 <i>does not</i> apply
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Clause 7.3.1	Performance bond or guarantee from bank or other approved surety	Clause 7.3.1 Clause 7.3.1 (Initial value) Clause 7.3.1 (Period of validity) Clause 7.3.1 (Reduction in value)	The required form is that provided by the LABC Insolvency cover option 10% of Contract Sum Until Practical Completion Not applicable
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Clause 7.3.2	Guarantee from the Contractor's parent company Is not required	Clause 7.3.2 Clause 7.3.2	Not applicable Not applicable
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Clause 7.4	Third Party Rights and Collateral Warranties Only 7E applies to the whole works. To be provided by: Engineer, Architect, Mechanical and Electrical Designer and Timber Frame Designer/Supplier in the form appended at Schedule 9
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Clause 8.9.2	Period of Suspension 1 month
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Clauses 8.11.1.1 to 8.11.1.6	Period of Suspension 3 months
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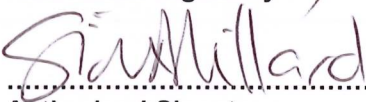
Clause 9.2.1	Adjudication The Adjudicator is to be a person nominated by the President or Vice President for the time being of The Royal Institution of Chartered Surveyors (RICS)
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Clause 9.4.1	Arbitration Does not apply
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Attestation

Page 19 is deemed to be deleted.

**EXECUTED as a DEED by
Coastline Design & Build Limited
Acting by:**


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Authorised Signatory

.....
Authorised Signatory

**EXECUTED as a DEED by
EBC Partnerships Limited
Acting by:**


.....
Authorised Signatory

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Authorised Signatory

Schedule of Amendments to Conditions

Clause No.	Amendments
Definitions and Interpretations	
1.1	Amend existing definition Conditions Add "and any additional clauses and provisions and amendments to the Conditions stated in this Schedule" to the end of the existing definition; Consultant Delete and replace existing definition with "any consultant employed by the Contractor or any consultant employed by the Employer and novated to the Contractor to undertake the following services in relation to the Works: - mechanical and electrical services design; - any other specialist consultants from whom warranties are required;" Employer Add "and his successors and assigns" to the existing definition;
	Insert new definitions "Act, Regulation etc: references to any Act of Parliament, Regulations, or any legislation shall be construed to include references to any amendment, modification or re-enactment thereof." "Consultant's Warranty: a warranty deed to be provided by each Consultant as may be appointed from time to time to undertake design services in connection with the Works in the form of the draft Consultant's Warranty as detailed in Schedule 9." "Discrepancy: divergence error omission dissimilarity inaccuracy or inconsistency (as the context requires)." "Guarantee Bond: means a guarantee bond provided to the Contractor in accordance with clause 7.3.1." "Show Home: means an individual unit within the Works which is to be fully completed internally and externally in accordance with the Employer's Requirements prior to practical completion and includes a means of safe access from the public highway to the relevant unit." "Site: As per the First Recital." "Standard of Performance: means the standard of performance required of the Contractor under this Contract." "Sub-Contractor: any domestic Sub-Contractor or supplier employed by the Contractor to undertake any design and/or construction works in relation to: - the foundations;

	- roof trusses; - mechanical and electrical works; - any other works packages for which warranties will be required." "Sub-Contractor Warranty: the warranty deed to be executed by each Sub-Contractor following a request by the Employer pursuant to clause 3.4A in the form of the draft Sub-Contractor's Warranty as detailed in Schedule 9." "Third Party Agreement: means any agreements between the Employer and any third party which relate to the Works, including for the adoption of part or parts of the completed Works, copies of which have been provided to the Contractor prior to the date of this Contract. In the case of agreements which will be entered into after the date of this Contract the Employer shall provide draft documents which are substantially in the form to be entered into."
1.8.1.1	After the the words "to be for his approval" in the fourth line insert the following: "but for the avoidance of doubt, this shall not affect the Contractor's obligations and liabilities for rectification of defects during the Rectification Period and for the duration of the Contract;"
1.9	Delete "save as stated in Clause 1.8"
1.12	Add as a new clause: "Failure by either party at any time to enforce any provision of this Contract or to require performance of the other party of any provision of this Contract shall not be construed as a waiver of such provision and shall not affect the validity of the relevant provision or the right of the relevant party to enforce that provision in accordance with the terms of this Contract."
1.13	Add as a new clause: "This Agreement and the Conditions are to be read as a whole. Subject to clause 2.14, and unless expressly stated otherwise, in the event of any inconsistency occurring between the contents of respectively and in that order this Schedule of Amendments, the Agreement, the Contract Particulars, the clauses set out in sections 1 to 9 of the printed JCT Design and Build Contract 2016 and the schedules thereto, the Supplemental Provisions, the Employer's Requirements (including drawings), the Contractor's Proposals and Contract Sum Analysis and Consultants' appointments, the content of the document earlier in the order shall prevail over any document later in the order."
Section 2 – Carrying out the Works	
2.1.5	Add as a new clause: "The Contractor shall carry out and complete the Works so as not to cause disruption to the activities of any person at the Site or any part thereof or adjacent thereto or to the Employer so far as such performance is not prevented or delayed by the act or omission of any Consultant or the Employer."
2.1.6	Add as a new clause: "If the Contractor is prevented or delayed in the performance of the whole or any part of the Works for any reason the Contractor shall notify the Employer forthwith in writing and shall use its reasonable endeavours to resume and mitigate delay to the completion of the Works in accordance with the terms of this Contract."

2.1.7	Add as a new clause : "The Contractor shall carry out and complete the Works and fulfil its obligations under this Contract in such a manner and at such times so that no act, default, error or omission by him, or on his behalf, causes or contributes to any breach by the Employer of its obligations under or pursuant to the Third Party Agreements. The Contractor shall indemnify the Employer against all and any liability, costs or losses the Employer may incur under any Third Party Agreement by reason of the Contractor's failure to comply with this Contract."
2.2.6	Add as a new clause: "The Contractor shall ensure that all materials, products and goods intended for use in the Works are stored, handled and fixed in an appropriate manner. For the avoidance of doubt, the Contractor shall be responsible for protection of all such materials, products and goods until practical completion of the Works. "
2.3	At the start of the clause delete "On" and insert "Provided that the Contractor has provided evidence of the insurances required to be maintained pursuant to the Contract Particulars, on"
2.5.3	Add as a new clause: "The Contractor shall provide all reasonable facilities for the execution of any work to be carried out by (or by third parties on behalf of) the Employer, but will not be required to provide any plant or materials for such work except by special arrangement."
2.7.6	Add as a new clause: "Within 7 days after the execution of this Contract, the Contractor shall provide to the Employer's Agent (unless he has already done so) two copies of a suitable programme to contain as a minimum the dates upon which each stage for each dwelling within each Section shall be anticipated to be completed. Within 14 days after it becomes apparent that the progress of the Works is being delayed by any circumstance, or that a change of programme is necessary to avoid or minimise delay, the Contractor shall supply the Employer's Agent with two copies of a suitably revised programme."
2.7A	Add as a new clause: 2.7A The Contractor shall maintain on Site and make available for inspection at all times: 2.7A.1 the log of any and all reportable items identified by LABC 2.7A.2 All required Health and Safety documents
2.8A	Add a new clause as follows: "The Contractor shall within 14 days of a written request by the Employer and in any event as a condition to the Contractor's right to apply for the first payment under this Agreement provide to the Employer evidence that the Works are registered with the LABC with the cover specified in the Employer's Requirements or such other form of new home warranty as may be approved by the Employer."
2.11	Delete entire clause
2.12	Delete entire clause
2.13	Delete "as is referred to in clause 2.12"
2.14.1	After "the Contractor's Design Documents" insert "or between the Employer's Requirements and the Contractor's Proposals and/or other Contractor's Design Documents"
2.14.2	After "(including any Change to them)" insert "the Employer and the Contractor shall discuss and agree an amendment to the Employer's Requirements which removes the discrepancy and"

	In the first sentence, after "the Contractor's Proposals shall" insert "not" Delete the entire second sentence of this clause.
2.15.1	Delete "save as provided in Clause 2.15.2"
2.15.2	Delete entire clause and insert the following: "If after the Base Date there is any change which could have reasonably been foreseen by the Contractor in the Statutory Requirements affecting the Works or decision of any relevant authority for the purpose of Development Control Requirements which necessitates any amendments to the Contractor's Proposals then clauses 2.15.1 and 2.18 apply."
2.15.3 – 2.15.6	Add as new clauses:
2.15.3	"The Contractor shall be responsible for paying all costs and for complying with all matters, statutory or otherwise, in connection with the adoption of the adoptable Works by the Local Authority and Statutory Undertakers (including Commuted sums), including making good any defects prior to adoptions by the Local Authority and Statutory Undertakers, notwithstanding that this may occur after the expiry of the Rectification Period for the other Works.
2.15.4	The Contractor shall not commence any work on the Site in breach of Regulation 12 of the CDM Regulations.
2.15.5	The Contractor warrants and undertakes to ensure that: 2.15.5.1 it is fully aware of its obligations under the CDM Regulations and possesses the requisite degree of skills, knowledge and experience and level of resources to meet those obligations pursuant to Regulation 8; 2.15.5.2 all the sub-consultants are fully aware of their obligations under the CDM Regulations in particular the provisions of Regulation 9 ("Requirement of Designer") and possess the requisite degree of skills, knowledge and experience and level of resources to meet those obligations; 2.15.5.3 all Sub-Contractors employed by the Contractor are fully aware of their obligations under the CDM Regulations and possess the requisite degree of skills, knowledge and experience and level of resources to meet those obligations pursuant to Regulation 8."
2.15.6	The Contractor shall expedite the fulfilment of all obligations in relation to the adoptable works and shall procure that these are entered into by no later than eight (8) weeks before the anticipated date of practical completion. The Employer will not accept the 4 week firm notice and/or Certify Practical Completion unless the s38 & s104 agreement has been Completed.
2.17	Delete entire clause and insert the following: "2.17.1 Subject to the provisions of Clause 2.17.2 hereof the Contractor accepts sole responsibility for the Contractor's Proposals and for any mistake, inaccuracy, discrepancy or omission contained in the same. Nothing contained in the Contractor's Proposals shall affect in any way the obligation of the Contractor under clause 2.17.2. 2.17.2 The Contractor warrants and undertakes to the Employer that he has exercised and will continue to exercise all reasonable skill and care to see that:

		2.17.2.1 in so far as the design of the Works is comprised in the Contractor's Proposals and in what the Contractor is to complete under this Clause 2 and in accordance with the Employer's Requirements and the Conditions (including any further design which the Contractor is to carry out as a result of a change in the Employer's Requirements) the Contractor on behalf of itself and its Sub-Contractors warrants that it has and shall exercise the level of skill, care and diligence to be expected of a properly qualified and competent professional designer holding himself out as competent to carry out such design and experienced in designing work of similar scope, nature and size to the Works; 2.17.2.2 the Works will, when completed, comply with the Statutory Requirements and with any performance specification or requirements included or referred to in the Employer's Requirements; 2.17.2.3 the Works comprise or will comprise only materials and goods which are of new and of sound and satisfactory quality and all workmanship, manufacture or fabrication will be to the standards necessary for completion of the Works in accordance with the Contract.
	2.17.3	The warranties and undertakings contained in this clause 2.17 shall be without prejudice to any warranties implied by common law or statute.
	2.17.4	The Contractor shall not have or make any claim for an extension of time under Clause 2.25 or for loss and/or expense under Clauses 4.19 to 4.22 and Clause 8.9 shall not have effect where and to the extent that the cause of the progress of the works having been delayed, affected or suspended is any mistake, inaccuracy, discrepancy or omission in the Contractor's Proposals or in any of the drawings or documents referred to in Clause 2.8 or any failure by the Contractor to provide necessary drawings or documents in due time.
	2.17.5	Any mistake, inaccuracy, discrepancy or omission in the Contractor's Proposals or in any drawing or document referred to in Clause 2.8 shall be corrected by the Contractor but there shall be no addition to the Contract Sum in respect of such correction or in respect of any reasonable instruction of the Employer relating to any such mistake, inaccuracy, discrepancy or omission.
	2.17.6	Any reference to the design which the Contractor has prepared or shall prepare or issue for the Works shall include a reference to any design which the Contractor has caused or shall cause to be prepared or issued by others. The terms of this Contract shall be deemed to apply to any design work carried out by or on behalf of the Contractor prior to the date of this Contract in relation to the Works
	2.17.7	The Contractor shall carry out the development of the design of the Works in accordance with the design development process set out in Schedule 1 of this Contract."
2.17A – 2.17B	Insert new clause 2.17A and 2.17B as follows:- "2.17A.1 The Contractor shall be deemed to have inspected and examined the Site, its surroundings and all existing structures thereon and generally to have obtained for itself all necessary information as to ground conditions, levels, existing and new services and drainage, boundary conditions and location, risks, contingencies and all other circumstances influencing or affecting the Contract Sum. The Contractor shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter nor shall the Contractor be released from any of the risks accepted or obligations undertaken by it under the Contract on the grounds that it did not or could not have seen any matter which might affect or have affected the execution of the work. The Contractor shall not have or make any claim whether in contract, tort or by way of misrepresentation or otherwise	

	in respect of information provided or statements made by or on behalf of the Employer in respect of such risks, contingencies or circumstances relating thereto. 2.17A.2 The Contractor has had an opportunity of inspecting the physical conditions and other conditions of or affecting the Site and shall be deemed to have fully acquainted itself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the construction of the Works and no failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same ought reasonably to have been discovered or foreseen or not, shall entitle the Contractor to an addition to the Contract Sum or to claim in damages or otherwise any additional sum or to an extension of time. The Contractor shall not and shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of the Employer regarding any such matter as is referred to in this clause and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document or any representation or statement, whether negligently or otherwise made, therein contained.
	2.17A.3 For the avoidance of doubt, the Contractor shall not be liable in relations to claims regarding ownership of the Site or part thereof or following purchase of the same by the Employer.
	2.17A.4 The Contractor shall at the earliest opportunity undertake any ground investigation reports it deems necessary in order to satisfy itself of its obligations in clauses 2.17A.1 and 2.17A.2 2.17A.5 The Contractor shall at the earliest opportunity undertake an review of the completed ecological survey and assessment of the Site to ensure that all design, construction and landscaping works: • minimise ecological damage. • design in features for the positive enhancement of the Site's ecology; and • protect existing features and comply with the recommendations of the survey and assessment. 2.17A.6 The Contractor shall comply with any archaeological watching brief included in the Employer's Requirements and the requirements of the local authority in relation to any archaeological artefacts. The Contractor will indemnify the Employer against any additional costs incurred by the Employer as a result of the Contractor failing to comply with the archaeological watching brief and/or the local authority's requirements. The Provisional Sum stated in the ER's covers any watching brief required by the Local Authority and associated surveys/reports. 2.17A.7 The Contractor shall hold regular site meetings, no less frequently than monthly and which shall be chaired by the Employer's Agent. Minutes of such meetings will be circulated by email by the Employer's Agent. The Contractor shall be obliged to attend any site meetings held by the Employers Agent.
2.17B	The Contractor shall: 2.17B.1 within 14 days of the Employer's request enter into a deed of novation in the form set out in Schedule 10 novating to the Contractor the appointment of any consultant currently employed by the Employer ("Novated Design Consultant"); 2.17B.2 perform the terms of the appointment or appointments of the Contractor's consultants and be bound by the terms and conditions of such appointment or appointments and in the case of any Novated Design Consultant be bound by the terms of such appointment in every way as if the Contractor was a party thereto in lieu of the Employer and to continue to give all proper instructions and information to the Contractor's Consultant and/or the Novated Design Consultants

	to enable each of them to properly discharge their obligations under the terms of their respective appointments; 2.17B.3 not vary the terms and conditions of any of the appointments of the consultants without the written consent of the Employer (such consent not to be unreasonably withheld or delayed); 2.17B.4 diligently take all steps necessary to procure the due performance by the sub-consultants of their respective contractual obligations and not without the prior approval of the Employer (such approval not to be unreasonably withhold or delayed) to waive, release, vary or prevent itself from enforcing such obligations; 2.17B.5 not terminate or do or omit to do any act or thing which would entitle any of the sub-consultants to regard as terminated their respective appointment without the prior approval of the Employer and not without the approval of the Employer (such approval not to be unreasonably withheld or delayed) to appoint any other person or practice in addition to or in substitute for any of the sub-consultants; 2.17B.6 procure and provide to the Employer satisfactory written evidence of the Novated Design Consultants' professional indemnity insurance."
2.22	Delete entire clause and replace with the following: "The Contractor shall not be entitled to receive any payment for materials or goods off site unless identified at clause 4.15.4."
2.24.2	At the end of the clause before "." insert ", as well as the Contractor's actions or proposals for mitigating or avoiding the effect of such delay"
2.26.4	Delete entire sub-clause
2.26.7	Insert at the end of the clause: "provided that the Contractor has supplied any information required, placed any necessary orders and otherwise performed his obligations under the Contract in respect of such work as soon as reasonably practicable after the date of this Contract so as not to delay or disrupt the local authority or Statutory Undertaker in relation to such work."
2.26.10	Insert at the end of the clause: "provided that the Works, or supplies of labour or materials, are directly affected by such civil commotion or the use or threat of terrorism"
2.26A	Add as a new clause as follows: "For the avoidance of doubt the Contractor shall not become entitled to any extension of time for the completion of the Works or any part of the Works on account of any circumstances arising by reason of any error, omission, negligence or default of the Contractor or of any Sub-Contractor or supplier or any of his or their employees, Consultants or agents."
2.27	Delete entire clause and replace with the following: "2.27.1 The Contractor shall give a notice (an Initial Notice) to the Employer in writing indicating the date on which the Works will have in the Contractor's opinion reached practical completion. Such Initial Notice shall be served at least 12 weeks prior to the anticipated date of practical completion and provide the information specified in the Employer's Requirements. 2.27.2 The Contractor is required to give 12 and 8 weeks provisional notice and 4 weeks (Firm Notice) in writing indicating the date on which the Works will have in the Contractor's opinion reached practical completion.

	2.27.3 It is essential that the intended dates are achievable, to prevent additional costs to the Employer and potential occupiers due to cancellation or postponement. Handovers will not be accepted at a weekend, during Bank or Public Holidays or between 13 December and 5 January inclusive, unless by the Employer prior agreement. Such Firm Notice shall be served not less than 4 weeks prior to the anticipated date of practical completion and shall not be served unless all services have been connected to the units forming part of the Works or the relevant Section, as the case may be. 2.27.4 The Employer shall inspect the Works or the relevant Section, as the case may be following receipt of the Firm Notice. The Employer may within 5 days of carrying out his inspection serve a notice on the Contractor detailing any items of works which are required to be done before the Works can be certified as having reached practical completion. Upon receipt of such a notice above the Contractor shall forthwith proceed to remedy the items of works specified therein and once the items of work have been remedied shall serve a notice on the Employer inviting the Employer to re-inspect the Works within 3 days whereupon the procedure in this clause 2.27.4 shall be repeated. 2.27.5 The Contractor shall permit access to the Site by the Employer, the Employer's Persons and prospective tenants from a date to be agreed between the parties, which should be approximately 2 weeks before the anticipated date of practical completion, subject to all visitors complying with the Contractor's reasonable site rules in relation to health and safety. 2.27.6 Provided that the Contractor has served a notice stating that all items of work have been remedied as set out in clause 2.27.4, the Employer shall re-inspect the Works on the anticipated date of practical completion. If the Employer is satisfied that the Works have been completed and Contractor has complied with clause 3.16.2 the Employer shall give a written statement to the Contractor confirming that such Works have been completed, which statement shall not be unreasonably withheld or delayed and practical completion of the Works shall be deemed for all the purposes of this Contract to have taken place on the day named in such statement. If the Employer is not satisfied, the Employer may within 5 days of carrying out his inspection serve a Schedule of Defects on the Contractor detailing any items of works which are required to be done before the Works can be certified as having reached practical completion. Upon receipt of such a Schedule of Defects the Contractor shall forthwith proceed to remedy the defects specified therein and once the defects have been remedied shall serve a notice on the Employer inviting the Employer to re-inspect the Works within 3 days whereupon the procedure in this clause 2.27.6 shall be repeated. 2.27.7 The Employer at his discretion may give a written statement of practical completion notwithstanding that minor items of work and/or final commissioning and adjustment of mechanical and electrical services installations remain to be completed, in which event such incomplete work and/or commissioning and adjustment shall be included in an appropriate Schedule of Defects referred to in Clause 2.27.6 and shall be deemed to be free of defects appearing within the Rectification Period save for that any such defect shall be completed as soon as possible but in any case not later than 7 days from the date of issue of the statement of practical completion. Where such minor items of work and/or final commissioning and adjustment of mechanical and electrical services installations have not been completed within the time period stated in the Employer's Requirements the Employer may employ others to carry out such work and/or commissioning and adjustment and deduct the cost of the same from the Contract Sum or recover such sum as a debt."
"2.27A	Add new clauses 2.27A, 2.27B and 2.27C: It shall be a condition precedent to the Contractor achieving practical completion and/or deemed practical completion in respect of any partial possession pursuant to Clauses 2.30 to 2.34 that there is a safe and convenient route to obtain access to and from all units by foot and to all the units parking spaces by vehicle and by foot with fully operational street lighting and that the Contractor shall provide the Employer with all of the documents listed in the Employer's Requirements. For the

	avoidance of doubt, all certificates should be properly completed in order to comply with these requirements.
2.27B	Notwithstanding clause 2.27A, if a complete copy of the Health & Safety file is not available at Practical Completion of the works, the Employer shall be entitled to withhold a sum of £20,000 from the Contract Sum in addition to any retention until such file is provided.
2.27C	Notwithstanding certification of practical completion of the Works, the Contractor shall continue to be responsible for the maintenance of any adoptable drains/sewers and roads, including making good any defects identified on any surveys during the period up to adoption of the relevant drains/sewers and roads and for cleaning at the end of that period, all to the satisfaction of the relevant statutory undertaker or highways authority (as the case may be). Any damage identified during this time will be reported to the Employers Agent for consideration by the Contractor and Employer."
2.29.3	Amend the clause as follows: After the word "Section" delete the remainder of the Clause and insert the following words "provided always that the fixing of such later date shall not invalidate the Employer's written notice of deduction of liquidated and ascertained damages the payment or repayment of the amounts under this Clause 2.29 shall be limited to the net difference between any amount deducted by the Employer and any amounts properly due to the Contractor after fixing by the Employer of a later Completion Date."
2.35	Amend the clause as follows: In line 1, after the word "appear" insert the words "prior to the commencement of or"; In the first line after 2.35.2 after the words "reasonable time" insert "(and in any event no later than 6 weeks after the date of notification or by another mutually agreeable date)" In the first line after 2.35.2 after the word "instructions" insert "and upon giving not less than 48 hours written notice to any tenant or occupant of the works or part or parts of the works" Add at the end of this section "In doing any remedial work the Contractor shall at all times use reasonable endeavours to minimise any disruption or inconvenience to any such tenant or occupant, by arrangement with and taking into account all reasonable requirements of such tenant or occupant in connection with any remedial work. In the event that the Contractor fails or reasonably appears to be unable to complete the outstanding works within the period stated, the Employer reserves the right to instruct another contractor to immediately correct the defects and to deduct any costs incurred from any sums due or to become due to the Contractor."
2.35A ²⁰	Add as a new clause as follows: "Making good defects The Contractor shall make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the Works for the purposes of making good defects. The Contractor shall rectify any defect, shrinkage or fault in accordance with the following timescales: 1. (A) Emergency defects to be dealt with <u>within 4 hours</u> and <u>completed within 24 hours</u> . 2. (B) Routine defects, the Contractor is to respond <u>within 7 days</u> to provide confirmation of the appointment having been booked with the resident as well as their intended course of action. 3. (B) Routine defects to be made good within <u>20 Business Days</u> of receipt of notification, provided that if there is a legitimate reason for delay to such a repair, the Contractor must notify the Employer and the relevant resident in writing before the 20 Business Day period ends.

²⁰ On a project by project basis it should be ensured that that these defect rectification requirements accord with the Employers Requirements.

	Such defects shall be completed within a maximum of 6 weeks from receipt of notification or by a date that is agreed between the parties Examples of each are detailed in the Employer's Requirements. For defects within classifications A, and B notification may be by telephone and subsequently confirming in writing. The Contractor should advise the Employer that the relevant works have been completed within 48 hours of these being completed. The letter will confirm the date and time the Contractor intends to attend to various parts of the Works in order to rectify defects and, if he is unable to gain access on 2 or more occasions, the Contractor will notify the Employer of the same. Should the Contractor fail to rectify the defects within the period stated, the Employer reserves the right to instruct another selected contractor to immediately correct the defects and to deduct any costs incurred from any sums due or to become due to the Contractor or recover these sums from the Contractor as a debt due. For the avoidance of doubt, where more than one inspection by the Employer is required the Contractor shall be responsible for the Employer's reasonable costs in attending the Site and carrying out the inspection."
2.36	Amend the clause as follows: After "clause 2.35" insert "and clause 2.35A" After "have been made good" in line 2 insert "and no later than 74 days after the end of the Rectification Period (unless the parties agree otherwise), the Contractor shall serve a notice on the Employer confirming that all notified defects have been made good. The Employer shall inspect the Works or the relevant Section (as the case may be) within 10 Business Days of receipt of the Contractor's notice above. If all notified defects have been made good," At the end of the clause insert "If, in accordance with this clause, the Employer does not consider that all notified defects have been made good the Employer will notify the Contractor of the works which it considers is required in order for the Notice of Completion of Making Good to be issued. Such work shall be completed by the Contractor within 2 months of the end of the Rectification Period and the Contractor shall not be entitled to the Notice of Completion of Making Good until the notified works have been completed to the Employer's reasonable satisfaction. For the avoidance of doubt, where more than one inspection by the Employer is required the Contractor shall be responsible for the Employer's reasonable costs in attending the Site and carrying out the inspection."
2.36A	Add as a new clause as follows : "Clauses 2.35, 2.35A and 2.36 shall apply equally to any items of incomplete work remaining at practical completion."
2.38	Delete clauses 2.38.1 to 4 and replace with
2.38.1	"All design rights and copyright in all technical information drawings documents bills of quantity specifications schedules details plans calculations or other materials provided or to be provided by the Contractor in respect of the Works and all amendments and additions thereto (whether in existence or yet to be made) ("the Documents") shall remain vested in the Contractor. The Contractor hereby grants to the Employer (insofar as the Contractor is legally able to do so) an irrevocable non-exclusive and royalty-free licence to use, reproduce and modify the Documents for all purposes relating to the Works including (without limitation) the construction completion reconstruction modification alteration maintenance reinstatement extension repair use letting sale promotion and advertisement thereof. Such licence shall include the right, without the consent of the Contractor, to assign the licence or grant a sub-licence to any person whatsoever provided that the Contractor shall not be liable for any such use by the Employer or any licensee of the Documents for any purpose other than that for which the same were provided by the Contractor.
2.38.2	The Contractor shall upon the written request of the Employer (but subject to reimbursement of the Contractor's reasonable photocopying charges) provide to the Employer copies of the Documents and such other information in relation to the Works as the Contractor can reasonably supply."

2.39	Add as a new clause: Complaints "2.39.1 The Employer shall notify the Contractor of any complaint it may have in relation to the Contractor's performance under this Contract and: 2.39.1.1 the Contractor shall address the complaint to the reasonable satisfaction of the Employer; or 2.39.1.2 both parties shall endeavour to address the complaint by direct discussion in good faith between them. 2.39.2 In the event that the parties are unable to address the complaint in accordance with clause 2.39.1, the parties agree that the complaint will become a dispute for the purposes of this Contract and the provisions of clause 9 shall apply."
2.40	Add a new clause: Standard of Performance 2.40.1 The Contractor is required to carry out and complete the Works to the Standard of Performance required under this Contract and with reasonable diligence. 2.40.2 If, in carrying out and completing the Works, the Contractor is not (in the Employer's opinion) complying with its obligations pursuant to clause 2.40.1, the Employer may serve a written notice on the Contractor: 2.40.2.1 specifying the reasons why (in the Employer's opinion) the Contractor is failing to comply with its obligations; and 2.40.2.2 requiring the Contractor to improve its performance so as to comply with its obligations under this Contract within 28 days (or such longer period as may be agreed between the Employer and the Contractor); ("the Notice") 2.40.3 If the Contractor fails to improve its performance to comply with its obligations under clause 2.40.1 within the timeframe specified in the Notice, the Contractor will be in breach of clause 2.40.1 of this Contract and the Employer will have the right to terminate the Contractor's employment under this Contract in accordance with clause 8.4A.
2.41	Add a new clause 2.41.1 " Save as required to be disclosed by law, both parties and their employees and agents shall at all times keep confidential, and shall not disclose to any person other than a person so authorised by the other party, any Information (as defined under section 84 of the Freedom of Information Act 2000 (the "Act")) acquired in connection with this agreement which concerns such other party, its employees, business or procedures. These obligations shall continue without time limit, save that they shall cease to apply to any Information coming into the public domain otherwise than by breach of these obligations. For the purposes of this clause a disclosure shall be regarded as required by law if it is disclosed by either party to this agreement in the proper exercise of a discretion or obligation to disclose pursuant to the Act and/or pursuant to any associated secondary legislation (which shall include, without limitation, the Environmental Information Regulations 2004 ("Associated Legislation")). 2.41.2 The Contractor acknowledges that the Employer may be subject to the Act and/or Associated Legislation and shall use all reasonable endeavours to assist and cooperate with the Employer to enable the Employer to comply with its obligations under the Act or under any Associated Legislation.

2.41.3	For the purpose of compliance with the Act and any Associated Legislation, the Contractor shall, and shall use all reasonable endeavours to ensure that its Sub-Contractors and Consultants shall, within the provisions of the Act and Associated Legislation:
2.41.3.1	provide the Employer with a copy of all Information in its possession or power in a form that the Employer requires within 5 working days (or such other period as the Employer may specify) of the Employer seeking that Information pursuant to a request for information as defined under section 8 of the Act or the equivalent provision of any Associated Legislation (a "Request for Information") ;
2.41.3.2	provide all necessary assistances as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in the Act or in the Associated Legislation;
2.41.3.3	ensure that all information produced in the course of this agreement or relating to this agreement is retained for disclosure pursuant to the Act or any Associated Legislation, and shall permit the Employer to inspect such records as requested from time to time.
2.41.4	To the extent that the Contractor and / or its Sub-Contractors or Consultants incur costs in complying with the obligations under clause 3 above, the Employer shall reimburse those costs at the rate set out in Regulation 4 of the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.
2.41.5	In complying with the Act and any Associated Legislation, the Employer shall be responsible for determining whether the information requested is exempt from disclosure in accordance with the provisions of the Act or Associated Legislation, but in determining whether any exemption applies the Employer shall take account of any representations made by any other party who may be prejudiced by disclosure (an "Affected Person"), and shall notify any Affected Person that it has received a Request for Information as soon as reasonably practicable, and in any event within 5 Business Days of receiving the Request for Information".

Section 3 – Control of the Works

3.2A	Insert new clause 3.2A: "The Employer shall confirm to the Contractor whether any Show Homes are required and by what date, which shall be no less than 8 weeks before the anticipated date of practical completion. In the event that Show Homes are required the Employer and the Contractor shall agree reasonable dates and times when members of the public may visit the Show Homes. Attendance by members of the public shall be subject in all cases to their being accompanied by a representative of the Employer during the times agreed and complying with the Contractor's reasonable restrictions as to access routes."
3.3.2A	Add as a new clause as follows: "For the purposes of Clauses 3.3.1 and 3.3.2, and without limiting the grounds on which the Employer may withhold consent generally, the Employer may withhold his consent to any sub-letting on the ground that the proposed Sub-Contractor is unwilling pursuant to clause 3.4A in this Contract to execute a Sub-Contractor Warranty for the benefit of the Employer on terms acceptable to the Employer and at no additional cost to the Employer"
3.4A	Insert new clause 3.4A: "The Contractor shall use all reasonable endeavours to procure that each sub-contract, appointment or supply contract with any Sub-Contractor or Consultant or supplier shall contain obligations on the part of the relevant Sub-Contractor or Consultant or supplier to execute, in favour of the Employer, a Sub-Contractor Warranty or Consultant Warranty (as the case may be) in accordance with clause 3.4A and subject only to such amendments as the Employer agrees and proposed by the relevant insurers acting reasonably. Failing such agreement the Contractor shall not enter into a relevant sub-contract, appointment or supply contract with that Sub-Contractor or Consultant or supplier. The

	Sub-Contractor Warranties and Consultant Warranties shall contain a provision that the Sub-Contractor or Consultant shall procure and maintain not less than the amount of professional indemnity insurance cover indicated in the Warranty."
3.11	Delete and insert "Not used".
3.18	Add as a new clause as follows: "The Contractor shall, on a timely basis, provide the Employer's Agent with such information as is agreed with the Contractor prior to commencement of the Works or the Employer's Agent reasonably requires in order to monitor the Project KPIs and to comply with any other monitoring or reporting obligation of the Employer. Such information shall be provided at the times and intervals specified in the Employer's Requirements."
Section 4 – Payment	
4.6	Delete entire clause
4.7.5	Delete "the Employer" in the first line and insert "the Employer's Agent"
4.7.6	Insert as a new clause: "The Contractor shall not be entitled to make an Interim Payment Application until it has provided the Employer with proof of the Insurances to the Employer and the evidence specified in clause 7.3.1"
4.9.2	Delete the first reference to "Employer" in the first line and insert "the Employer's Agent"
4.9.7	Delete "and any interest under Clause 4.9.6"
4.9.8	Insert a new sub-clause as follows: "Prior to payment of any Interim Payment or issue of the Final Statement the Contractor shall, if requested by the Employer, satisfy him that any amount due to a Sub-Contractor or supplier of materials or goods for incorporation in the Works which is included in any previous Interim Payment has been paid. For the avoidance of doubt, this shall not preclude the payment of any Interim Payment".
4.10.4	Delete "The Employer's fiduciary interest in the Retention referred to in clause 4.16 shall not prevent him exercising" and replace with "The Employer is entitled to exercise"
4.11.1	After "7 days after the Contractor has given notice to the Employer of his intention to suspend" insert "any or all of".
4.11.3	Delete "or on request" and at the end of the sub-clause add "The Contractor shall on request submit such further details as are reasonably requested by or on behalf of the Employer."
4.12.3.1	After "clause" insert "2.29, "
4.13.3.1	After "clause" insert "2.29, "
4.13.3.2	Delete sub-subclause
4.16.1	Delete entire clause and replace with the following: "The Employer's interest in the retention shall not be fiduciary, either as trustee for the Contractor or any other person or in any other capacity; the relationship of the Employer and Contractor with regard to the retention shall be solely that of debtor and unsecured creditor, subject to the terms hereof; and the Employer shall have no obligation to invest the Retention or any part thereof"
4.16.2	Delete entire clause and replace with the following:

	"The Employer shall have no obligation to segregate the Retention or any part thereof in a separate banking account, or in any other manner whatsoever; shall be entitled to the full beneficial interest in the Retention and every part thereof (and, without limitation, interest thereon and income arising therefrom) unless and until the Retention is paid to the Contractor pursuant to this Contract."
4.18.2	At the start of the sub-clause insert: "provided that the Contractor has provided the Employer with the Health and Safety File in respect of the Works, containing the items listed in the Employer's Requirements,"
4.18.2.2	In line 2 delete from "such a notice" until the end of the clause and insert "the adoptable works have not been adopted by the local highways authority or statutory undertaker (as the case may be)."
4.18A	Add a new clause as follows: "Unless the Contract is expressly stated in the Employer's Requirements to be subject to fluctuations, the parties are deemed to have intended that it shall be a fixed price Contract and that the provisions of Clause 4.19 shall be entirely deleted from the Conditions and Schedule 7 shall be deleted accordingly."
4.21.3	Delete and insert "Not used"
4.21.4	Insert the following after the word "proceed": "save in relation to any permission or approval from the Highways Authority"²¹
4.24.6	In the second line, after "the Employer gives notice to the Contractor disputing anything in the final statement" insert "and has served a Pay Less Notice under the provisions of Clause 4.12.8"
4.25	Insert a new clause as follows:
4.25.1	Notwithstanding any other provision in this Contract, a sum of £10,000 (ten thousand Pounds) may be withheld by the Employer from any amount due and payable to the Contractor for each of the following documents which have not been provided to the Employer.
4.25.1.1	All and any collateral warranties or third party rights required by the Employer in accordance with clause 7 and applicable and notified to the Contractor.
Section 5 – Changes	
5.1A	Insert a new clause as follows: "In the event that the Contractor seeks to incorporate a Change to the Works which has not previously been approved as a Change, the Contractor must notify the Employer and the Employer's Agent without delay and in any event within 7 days of the Contractor determining that the Change is required. The Contractor shall not proceed with the implementation of any Change unless and until it has been approved by the Employer or Employer's Agent in writing."
Section 6 – Injury, Damage and Insurance	
6.3A	Add as a new clause as follows: "Without prejudice to the generality of Clause 6.2 the Contractor shall at all times prevent any nuisance (public or private) (including, but without limitation, any such nuisance caused by noxious fumes noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works and shall defend or at the Employer's option

²¹ Client/Employer's Agent to consider on project by project basis and, if appropriate, to provide details of possible exclusions.

	assist the Employer in defending any action or proceedings howsoever arising which may be instituted in relation thereto."
6.3B	Add as a new clause as follows: "Without prejudice to the obligations of the Contractor under Clause 6.3A above, the Contractor shall at all times ensure that there is no trespass by the Contractor, its servants, agents, sub-contractors, design consultants or suppliers (including without limitation the over-sailing of tower crane jibs, unless the over-sailing licence has been approved in writing by the Employer) on or over any adjoining or neighbouring property arising out of, or in the course of, or caused by the carrying out of the Works and shall take all reasonable safety and other measures to prevent damage or injury to any persons (including but without limitation) the occupiers of adjoining or neighbouring property and members of the public."
6.3C	Add as a new clause as follows: "The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under Clause 6.3A or Clause 6.3B."
6.15	Delete whole of the existing clause and insert new clause:
"6.15.1	Without Prejudice to his obligations under this Contract or otherwise at law, the Contractor shall keep and maintain professional indemnity insurance at a level specified in the Contract Particulars in respect of the Contractors liability for negligent omission or error in the design of the Works for a period of twelve years from the date of practical completion of the Works (provided such insurance is available in the market place to Contractors of a similar size to the Contractor at commercially reasonable rates and terms) and he shall provide evidence thereof in writing to the Employer on renewal of the professional indemnity policy and when reasonably requested to do so.
6.15.2	The insurance referred to in Clause 6.15.1 shall be with a well-established insurance office or underwriter of repute to be approved by the Employer. As and when he is reasonably required to do so by the Employer, the Contractor shall produce for inspection documentary evidence that the insurance required is being properly maintained.
6.15.3	Should the Contractor be in breach of his obligations under Clause 6.15.1 the Employer may himself insure against any risk in respect of which the breach shall have occurred and may deduct a sum or sums equivalent to that amount paid or payable in respect of premiums from any monies due or to become due to the Contractor under this Contract, or recover the same from the Contractor as a debt."
Section 7 – Assignment, Third Party Rights and Collateral Warranties	
7.1	Before "consent" insert "written" and after "consent" insert "(such consent not to be unreasonably delayed or withheld)".
7.2	Delete first sentence and replace with: "Where Clause 7.2 is stated in the Contract Particulars to apply, the Employer may assign the benefit of this Contract including any accrued rights and remedies at any time subject to the consent of the Contractor which shall not be unreasonably withheld or delayed."
7C	Delete entire clause.
Section 8 – Termination	
8.4A	Add a new clause as follows: "If (in the opinion of the Employer and in accordance with clause 2.40) the Contractor has failed to achieve the Standard of Performance the Employer may serve notice in writing on the Contractor

	specifying the same and forthwith by mutual agreement terminate the employment of the Contractor under this Contract."
8.6	Insert "(including for the avoidance of doubt its agents or sub-contractors)" after "on his behalf" on the third line.
8.6A	Add as a new clause as follows: "If such an offence detailed in clause 8.6 is committed by an employee, agent or sub-contractor of the Contractor the Employer shall be entitled by notice to require the Contractor to terminate the employment of any person employed by him or acting on his behalf (including for the avoidance of doubt its agents or sub-contractors) within 28 days of such notice and this Contract shall continue. However, if the Contractor fails to terminate the employment of any person employed by him or acting on his behalf (including for the avoidance of doubt its agents or sub-contractors) the Employer shall be entitled to terminate the Contractor's employment with immediate effect".
8.6B	Add as a new clause as follows: "With effect from the date of determination of the Contract in accordance with clause 2.40, 8.6 and/or 8.6A, the Employer shall not be under any liability to make any further payment to the Contractor apart from those indicated in Clauses 8.7 & 8.8. In addition to the expenses recoverable by the Employer under clause 8.7.4.1 the Employer shall be entitled to recover as a debt from the Contractor any costs or losses incurred by the Employer consequent upon the determination of the Contractor's employment under this clause. In every sub-contract of any part of the Works the Contractor shall incorporate clauses 8.6, 8.6A and 8.6B".
8.7	Insert "(which, for the avoidance of doubt, shall include 8.4A" at the end of the first line of this clause.
8.7.2	Insert after "the Contractor shall" in line 1 "vacate the Site and shall immediately deliver the Employer possession of the Site and the Works and".
8.12	Insert before "8.9" "8.4A"
8.12.2	Insert after "the Contractor shall" in line 1 "vacate the Site and shall immediately deliver to the Employer possession of the Site and the Works and".
8.12.3	Insert before "8.9" "8.4A"
Section 9 – Settlement of Disputes	
9.2	Delete "Scheme" and replace with "TeCSA Adjudication Rules"
9.2.1	Not Used
9.3	Delete entire clause
9.4	Delete entire clause
9.5	Delete entire clause
9.6	Delete entire clause
9.7	Delete entire clause
9.8	Delete entire clause

Schedule 1 – Contractor's Design Submission Procedure	
9	Insert new paragraph 9: "Any proposed changes from the Contract documentation shall be highlighted and submitted to the Employer's Agent for approval, at least two weeks prior to incorporation in the Works. The Contractor shall clarify the reason for each identified change or substitution, with supporting information as required and obtain approval in writing from the Employer's Agent for each significant proposed change or substitution."

Schedules	
Schedule 1	Contractors Design Submission Procedure
Schedule 2	Supplemental Provisions
Schedule 3	Insurance Options
Schedule 4	Code of Practice
Schedule 5	Third Party Rights
Schedule 6	Forms of Bonds
Schedule 7	Fluctuations Options
	Additional Schedules
Schedule 8	Contractor Collateral Warranty to Funder – Not used
Schedule 9	Sub-Contractor/Consultant Warranty to Beneficiary (Employer)
Schedule 10	Deed of Novation – not used
Schedule 11	Sub-Contractor Collateral Warranty to Funder – not used
Schedule 12	Consultant Collateral Warranty to Funder – not used
Schedule 13	Third Party Beneficiary(s) Rights – not used
Schedule 14	Guarantee Bond – not used

Schedule 9

SECRET

Appendices	
Appendix 1	Employer's Requirements
Appendix 2	Contractor's Proposals
Appendix 3	Contract Sum Analysis
Appendix 4	LADs Schedule

Appendix 1

Appendix 2

Appendix 3

Appendix 4

£13,312.00 per week or part thereof