

Date 6th November 2015

**THE MAYOR AND COMMONALTY
AND CITIZENS OF THE CITY OF LONDON
(as Trustees of the Bridge House Estates)**

-and-

TAZIKER INDUSTRIAL LIMITED

WORKS AGREEMENT

Contract Type:	NEC4 Engineering and Construction Contract – Option B: Priced contract with bill of quantities June 2017
Description of Works:	Blackfriars Bridge Painting and Refurbishment – Phase 2
Tendered total of the Prices:	£8,994,168.47
Originating Department:	Environment
File Ref:	CAP080-001/seanxa

THIS AGREEMENT is made the 6TH day of NOVEMBER 2025 (the "Contract Date")

PARTIES

- (1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of PO Box 270, Guildhall, London, EC2P 2EJ (the "Client") as Trustees of the Bridge House Estates a registered Charity No. 1035628; and
- (2) TAZIKER INDUSTRIAL LIMITED (Company Number 02766990) whose registered address is at Levens House, Ackhurst Business Park, Foxhole Road, Chorley PR7 1NY (the "Contractor").

ARTICLES

1. Interpretation

1.1. Unless the context otherwise requires:

- any term used with initial capital letters has the meaning given to it in the *conditions of contract*; and
- any italicised term has the meaning given to it in Schedule 1 (Contract Data).

2. Responsibilities

The *Contractor* is to Provide the Works in accordance with the *conditions of contract* specified in Article 3 below. The *Client* will pay the *Contractor* for the works and carry out its other duties in relation to them in accordance with the *conditions of contract*.

3. Contract for the works

3.1. The contract for the works comprises this Agreement, the *conditions of contract* in the form of the NEC4 Engineering and Construction Contract, incorporating main Option B: Priced contract with bill of quantities June 2017 and the various optional clauses as indicated in Schedule 1 (Contract Data). The following are annexed to and form part of this contract:

- Schedule 1 (Contract Data);
- Schedule 2 (Option Z – *additional conditions of contract*);
- Schedule 3 (Additional Contract Documents)

4. Priority of documents

4.1. If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:

- this Agreement;
- Schedule 1 (Contract Data);
- Schedule 2 (Option Z – *additional conditions of contract*);
- the other *conditions of contract*;
- the Scope; and
- any other document forming part of this contract.

IN WITNESS WHEREOF this Agreement has been executed in duplicate as a Deed by or on behalf of each of the Parties and exchanged the day and year first above written.

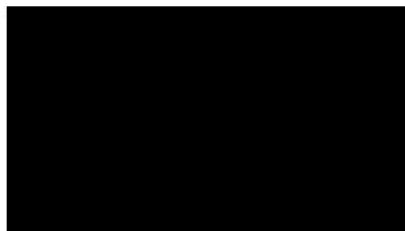
**EXECUTED and DELIVERED as a DEED by
TAZIKER INDUSTRIAL LIMITED acting by
the signature of:**

Name: [REDACTED]

Position: Director
[REDACTED]

Position: Director/Secretary
[REDACTED]

The Common Seal of THE MAYOR AND
COMMONALTY AND CITIZENS OF THE CITY
OF LONDON was hereto affixed in the
presence of:



Examined	SXA	
Ctee/Court	CBF Board	
Date	25 September 2025	
Passed for Sealing	SXA	
Fund	BHE	
Power	n/a	
Seal Follo No.	2025/1093	

CONTRACT DATA Part one – Data provided by the Client

1 General

The *annual uplifts* are the increases in the 'Living Wage Foundation Rates' published annually by the Living Wage Foundation

The *City's Policies* are

- **City Bridge Foundation - Bridging London Strategy:**
<https://www.citybridgefoundation.org.uk/about/strategies/city-bridge-foundations-strategy-2020-2045>
- **City of London Air Quality Strategy 2025 - 2030:**
<https://www.cityoflondon.gov.uk/assets/Services-Environment/city-of-london-air-quality-strategy-2025-2030.pdf>
- **Data Protection Policy:** <https://www.cityoflondon.gov.uk/about-us/access-to-information/data-protection-policy>
- **Freedom of Information:** <https://www.cityoflondon.gov.uk/about-us/access-to-information/freedom-of-information>
- **Health and Safety:** <https://www.cityoflondon.gov.uk/services/business-standards/health-and-safety>
- **the Living Wage Policy Statement**
- **Noise Strategy and Policy:** <https://www.cityoflondon.gov.uk/assets/Services-Environment/col-noise-strategy-2016-to-2026.pdf>
- **Security Policy – People:** <https://www.cityoflondon.gov.uk/supporting-businesses/tenders-and-procurement/supplier-information>
- **Whistleblowing Policy:** <https://www.cityoflondon.gov.uk/about-us/plans-policies/whistleblowing>
- **Responsible Procurement Policy:**
<https://www.cityoflondon.gov.uk/responsibleprocurement>

and any other policies of the *Client* identified in the Scope

The *boundaries of the site* are defined in the Site Information

The *Client* is the first named Party at the beginning of this contract

Communications to the *Client* are to be addressed to:

Paul Monaghan
Assistant Director Engineering
Environment Department
City of London Corporation
PO Box 270 Guildhall London EC2P 2EJ
E-mail: paul.monaghan@cityoflondon.gov.uk

The *conditions of contract* are the core clauses of the NEC4 Engineering and Construction Contract together with main Option B: Priced contract with bill of quantities June 2017 (and the following secondary Options):

- **X5 Sectional Completion,**
- **X7 Delay damages,**
- **X8 Undertakings to the Client and Others,**

- X11 Termination by the *Client*,
- X13 Performance Bond,
- X15 The Contractor's Design,
- X16 Retention,
- X18 Limitation of liability,
- Y(UK)2 The Housing Grants, Construction and Regeneration Act 1996 (as amended), and
- dispute resolution Option W2

The *end of liability date* is 12 years after Completion of the whole of the works

The *language of this contract* is English

The *law of the contract* is the law of England

The *Living Wage* is the hourly rate for

- Greater London (i.e. the 32 London Boroughs and the City of London) set annually as the 'London Living Wage' by the Living Wage Foundation and calculated by the Greater London Authority, and
- outside Greater London set annually as the 'UK Living Wage' by the Living Wage Foundation and calculated by the Centre for Research in Social Policy at Loughborough University

The *Living Wage Policy Statement* can be viewed at <https://www.cityoflondon.gov.uk/supporting-businesses/tenders-and-procurement/living-wage>

The *period for reply* is 2 weeks

The *Project Manager* is

[REDACTED]
District Surveyor's Office
Environment Department
City of London Corporation
PO Box 270 Guildhall London EC2P 2EJ
E-mail: [REDACTED]
Tel: [REDACTED]

The *Scope* is identified in Schedule 3

The *Site Information* is identified in Schedule 3

The *Supervisor* is

[REDACTED]
AECOM,
Sunley House, 4 Bedford Park, Croydon CR0 2AP.
E-mail: [REDACTED]

The *works* are as identified in the *Scope*.

Early warning meetings are to be held at intervals no longer than 4 weeks

2. The Contractor's main responsibilities

The are no *key dates* and *conditions* to be met.

3 Time

The *starting date* is 31 October 2025

The *access dates* are

Part of the Site:	Date:
Span no. 1	16 July 2026)
Span no. 3	23 January 2027
Span no. 4	05 March 2026

The *Contractor* submits revised programmes at intervals of no longer than 4 weeks

The *completion date* for the whole of the *works* is 04 January 2028

The *Client* is willing to take over the *works* before the *Completion Date*

4 Quality Management

The period after the *Contract Date* within which the *Contractor* is to submit a *quality policy statement* and *quality plan* is 4 weeks

The period between *Completion* of the whole of the *works* and the *defects date* is 52 weeks

The *defects correction period* is 2 weeks, except that

- The *defects correction period* for a *Defect* notified by the *Supervisor* as being a 'Serious Defects' is 7 days
- The *defects correction period* for a *Defect* notified by the *Supervisor* as being a 'Emergency Defects' is 24 hours

5 Payment

The *assessment interval* is 30 days

The *currency of this contract* is GBP (pounds sterling)

The *interest rate* is 3% per annum above the official dealing rate of the Bank of England current at the date that a payment due under this Contract becomes overdue. The Parties agree that such *interest rate* shall be regarded as a 'substantial remedy' in accordance with the Late Payment (Commercial Debts) Act 1998

6 Compensation events

The place where weather is to be recorded is St James's Park, London

The *weather measurements* to be recorded each month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 12.00 hrs GMT

The *weather measurements* are supplied by the Met Office

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at St James's Park, London and are available from the Met Office

The *value engineering percentage* is 100%

8 Liabilities and insurance

The minimum limits of cover for insurance

against:	is:
loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	is £50,000,000 for any one event
death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	is not less than £10,000,000 or (if greater) the minimum amount required under the <i>law of the contract</i>

W2 Resolving and avoiding disputes

The *Adjudicator* is to be agreed between the Parties

The *Adjudicator nominating body* is the Technology and Construction Solicitors Association

The *Senior Representatives* of the *Client* is [REDACTED] City Bridge Foundation, or such other persons as may be appointed by the *Client* in that capacity and notified to the *Contractor*

The *tribunal* is the English Courts

X5 Sectional Completion

The *completion date* for each *section of the works* is

section:	description:	completion date:
1	that part of the <i>works</i> falling within Span no. 1 as more particularly described in the Scope	05 August 2027
2	that part of the <i>works</i> falling within Span no. 3 as more particularly described in the Scope	03 December 2027
3	that part of the <i>works</i> falling within Span no. 4 as more particularly described in the Scope	22 January 2027

X7 Delay damages

Delay damages for each *section* of the *works* are

section:	description:	amount per day:
1	that part of the <i>works</i> falling within Span no. 1 as more particularly described in the Scope	£313.00
2	that part of the <i>works</i> falling within Span no. 3 as more particularly described in the Scope	£313.00
3	that part of the <i>works</i> falling within Span no. 4 as more particularly described in the Scope	£313.00

X8 Undertakings to the Client and Others

The *subcontractor undertaking to the Client* are required by the *Client* from Subcontractors engaged by the *Contractor* to undertake the following portions of the *works*

Works package description:	Step-In rights required:
1. Livetts – Safety boat supply and PLA licensing	No
2. Hare and Humphries – Gilding contractor	No
3. Armadillo – M and E disconnection of lighting and navigable light install	No
4. A1 Traffic – TM supply – lane closures and works to Blackfriars underpass	No
5. Garlic – Welfare supply	No

Subcontractor undertakings to Others are not required

The *Contractor* is not required to provide *undertakings to Others*

X13 Performance bond

If Option X13 is used, the amount of the performance bond is a sum equivalent to 10% of the tendered total of the Prices.

X15 The Contractor's design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 12 years

The minimum amount of professional indemnity insurance cover to be maintained by the *Contractor* is £5,000,000 in respect of each claim and is to be maintained from the starting date until Completion of the whole of the *works* or earlier termination and thereafter for a period of 12 years

X16 Retention

The *retention free amount* is NIL

The *retention percentage* is 5%

X18 Limitation of Liability

If Option X18 is used

- The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to a sum equivalent to the tendered total of the Prices
- For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to £50,000,000
- The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to £5,000,000 for any one occurrence or series of occurrences arising out of any one event
- The *Contractor's* total liability to the *Client* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to a sum equivalent to the tendered total of the Prices

Y(UK)2 The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 23 days after the date on which payment becomes due

Z Additional Conditions of Contract

The *additional conditions of contract (Z Clauses)* are stated in Schedule 2

CONTRACT DATA Part two – Data provided by the Contractor

1 General

The *Contractor* is the second named Party as the beginning of this contract
Communications to the *Contractor* are to be addressed to [REDACTED]

The *fee percentage* is the percentage for people overheads identified in Section 3 (Provisional Rates) of the *bill of quantities*

The *working areas* are the site together with any office compound, material and equipment storage area used for the provision of the *works*

The *key persons* are the persons named in the document titled *2.1.5 Technical question 4.pdf* identified in Schedule 3

3. Time

The programme identified in the Contract Data is titled "*Blackfriars Phase 2 CL31 – Rev1.3[Full Prog].pdf*"

5. Payment

The *bill of quantities* is Identified in Schedule 3

The tendered total of the Prices is £8,994,168.47

W2 Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are [REDACTED]
[REDACTED] or such other persons as may be appointed by the *Contractor* in that capacity and notified to the *Client*

Data for the Short Schedule of Cost Components

The Data for the Short Schedule of Cost Components is included in Section 3 (Provisional Rates) of the *bill of quantities*

OPTION Z – ADDITIONAL CONDITIONS OF CONTRACT**1. Amendments to ECC (Z.1)**

The following provisions supplement, modify or replace the standard published provisions of NEC4 Engineering and Construction Contract June 2017, incorporating main Option B: Priced contract with bill of quantities (the "ECC").

ECC clause 12 – Interpretation and the law

Clause 12.1 is deleted and replaced by the following:

12.1 In this contract, except where the context shows otherwise

- words in the singular also mean in the plural and the other way around,
- words in the masculine also mean in the feminine and neuter and the other way around,
- references to a document include any revision made to it in accordance with this contract,
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and
- references to a standard include any current relevant standard that replaces it.

Clause 12 is supplemented by the addition of the following:

12.5 The failure of either of the Parties to exercise any right or remedy does not constitute a waiver of that right or remedy. No waiver has effect unless it has been agreed, confirmed in writing and signed by the Parties and no such waiver as arises from a breach of contract constitutes a waiver of any other breach of contract.

ECC clause 13 - Communications

Clause 13.2 is amended by replacing the second paragraph with the following:

If the Scope does not specify a communication system, any notice or other communication sent under this contract will be deemed to be sufficiently served if served personally on the addressee, or if sent by prepaid first class or recorded delivery post, to the last known address of the recipient (or in the case of the Contractor, to the registered office or principal place of business) and will, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting. Electronic mail only constitutes a valid form of notice for the purpose of this contract when specifically agreed between the Parties in writing for an express purpose set out in such agreement.

Clause 13.7 is deleted and replaced by the following:

A notification (other than under clause 61.1 or 61.2) or certificate which this contract requires is communicated separately from other communications

ECC clause 19 - Prevention

Clause 19.1 is deleted and replaced by the following:

19.1 If an event occurs which stops the *Contractor* completing the *works* by the date shown on the Accepted Programme and which

- neither Party could prevent and
- could not reasonably have been foreseen by an experienced contractor at the Contract Date,

the *Project Manager* gives an instruction to the *Contractor* stating how he is to deal with the event.

ECC clause 20 – Providing the Works

Clause 20 is supplemented by the addition of the following:

20.2 Unless the Scope specifies a different standard, the *Contractor* Provides the *Works* in a proper and workmanlike manner, and in compliance with

- all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *works* or performance of any obligations under this contract, and
- any regulation, bylaw, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected.

20.3 The project that comprises or includes the *works* is notifiable for the purposes of the Construction (Design and Management) Regulations 2015 (the *CDM Regulations*). The *Contractor* is the principal contractor under the *CDM Regulations* in respect of the *works* and performs all the functions and obligations required to be performed by the principal contractor under the *CDM Regulations*.

ECC Clause 22 – Using the *Contractor's* design

Clause 22 is deleted. Refer to clause Z.8 (intellectual property rights) below

ECC clause 26 - Subcontracting

Clause 26.3 is deleted and replaced by the following:

26.3 (1) The *Contractor* submits the proposed conditions of contract for each subcontract to the *Project Manager* for acceptance unless

- an NEC contract is proposed which has been amended to reflect the terms of this contract or
- the *Project Manager* has agreed that no submission is required.

(2) The *Contractor* does not appoint a Subcontractor on the proposed subcontract conditions until the *Project Manager* has accepted them. Reasons for not accepting them include (without limitation):

- they will not allow the *Contractor* to Provide the Works
- they do not reflect the terms of this contract
- they do not require the Subcontractor or supplier to comply with the *Living Wage Policy Statement*, or
- they do not contain an obligation to provide a *Subcontractor Undertaking to the Client or Others*, where required under secondary option clause X8

26.4 (1) The *Contractor* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

(2) The *Contractor* includes in any subcontract awarded by it provisions requiring that

- payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Contractor* to make earlier payment to the Subcontractor or supplier,
- invoices for payment submitted by the Subcontractor or supplier are considered and verified by the *Contractor* in a timely fashion,
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and
- any contract awarded by the Subcontractor or supplier for work included in this contract includes provisions to the same effect as these provisions.

ECC clause 28 - Assignment

Clause 28.1 is deleted and replaced by the following:

28.1 The *Contractor* does not assign its interest in or any rights arising under this contract without the consent of the *Client*.

28.2 The *Client* is entitled to assign or otherwise dispose of its rights under this contract or any part thereof to any other body which substantially performs any of the functions that previously had been performed by the *Client*.

28.3 A person or organisation who is not one of the Parties may not enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999.

ECC clause 50 – Assessing the payment due

Clauses 50.3 and 50.4 are each supplemented by the addition of the following sentence at the end:

The amount due at the assessment date includes any cost due from or to the *Contractor* notified pursuant to clause 82

Clause 50 is also supplemented by the addition of the following:

50.7 The Prices are inclusive of *Living Wage* and all *annual uplifts* which the *Contractor* must pay for the duration of this contract.

50.8 The *Contractor* implements any *annual uplifts* by no later than one month following the announcement by the *Living Wage Foundation* of increases in the *Living Wage*.

ECC clause 60 – Compensation Events

Clause 60.1(19) is deleted and replaced by the following:

an event which stops the *Contractor* completing the *works* by the date shown in the Accepted Programme and which

- neither Party could prevent
- could not have reasonably been foreseen by an experienced contractor at the Contract Date and
- is not one of the other compensation events stated in this contract.

ECC clause 63 – Compensation Events

In clause 63.5, the third paragraph is deleted and replaced by the following:

The assessment takes into account

- any delay caused by the compensation event already in the Accepted Programme and
- events which have happened between the date of the Accepted Programme and the dividing date.

ECC clause 70 – The *Client's* title to Plant and Materials

Clause 70 is deleted. Refer to clause Z.9 (Title) below

ECC clause 82 – Recovery of costs

Clauses 82.1 and 82.2 are deleted and replaced by the following:

82.1 Any cost which the *Client* has paid to *Others* because of an event for which the *Contractor* is liable is paid by the *Contractor* to the *Client*. When the *Client* incurs any such cost, it notifies the *Contractor* and the *Project Manager* of the amount for which the *Contractor* is liable and the basis for that liability.

82.2 Any cost which the *Contractor* has paid to *Others* because of an event for which the *Client* is liable is paid by the *Client* to the *Contractor*. When the *Contractor* incurs any such cost, it notifies the *Client* and the *Project Manager* of the amount for which the *Client* is liable and the basis for that liability.

ECC clause 83 – Insurances

Clause 83.3 is deleted and replaced by the following

83.3 The Insurances in the Insurance Table and the additional insurances which the *Contractor* provides as stated in the Contract Data

- provide cover for events which are the *Contractor's* liability from *the starting date* until the Defects Certificate or a termination certificate has been issued unless stated otherwise in the Contract Data and
- are placed with reputable insurers lawfully carrying on such insurance business in the United Kingdom, and upon reasonable terms and conditions prevailing for the time being in the insurance market.

The obligation to maintain insurances does not relieve the *Contractor* from any of its other obligations and liabilities under this contract.

ECC clause 84 – Insurance policies

Clause 84.1 is amended by replacing the final sentence with the following:

Reasons for not accepting the certificates include

- the insurances do not comply with this contract or
- the insurer's commercial position is not strong enough to carry the insured liabilities

ECC clause 90 – Termination

In the Termination table, the procedure against the Client R17 or R20 is changed to:

P1 and P4

ECC clause 91 – Reasons for termination

Clause 91 is supplemented by the addition of the following:

91.9 (1) The *Client* may terminate the *Contractor's* obligation to Provide the Works if any of the provisions of paragraph 73(1) of the Public Contracts Regulations 2015 apply.

(2) If the *Client* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with its obligations (R11).

(3) If the *Client* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the applicable law from further performance of the whole of this contract (R17).

ECC Option X7 – Delay damage

X7.1 is deleted and replaced by the following:

X7.1 The *Contractor* pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion,
- the date on which the *Client* takes over the whole of the works and
- the date on which the *Project Manager* issues a termination certificate.

ECC Option X15 – The *Contractor*'s design

X15.1 is deleted and replaced by the following:

X15.1 To the extent that the *Contractor* is responsible for the design of the works, the *Contractor* warrants to the *Client* that it will use all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the works

- when
 - designing the works, and
 - selecting goods, materials, plant and equipment for incorporation in the works.
- to see that its design complies with any statute, statutory instrument, regulation, rule or order made under any statute or directive having force of law which affects the works or the performance of any obligations under this contract and any regulation, bylaw of any local authority or statutory undertaker which has any jurisdiction with regard to the works or with whose systems the works are, or are to be, connected (the Statutory Requirements).
- to see that none of the following substances have been, or will be used or specified for use or permitted to be used by or on behalf of the *Contractor* in relation to the works, namely goods, substances or materials
 - which have been publicised in the Building Research Establishment Digest as being deleterious, to the durability of property, or the health and safety of individuals,
 - the application of which do not accord with the guidance contained in the publication '*Good Practice In the Selection of Construction Materials 2011*' published by the British Council of Offices (BCO)', or which are generally known at the time of specification or approval to be deleterious or hazardous to health and safety or to the integrity of building otherwise not in accordance with British Standards and Codes of Practice (or (equivalents) or good building practice or techniques.

If there is a conflict between the foregoing and the Statutory Requirements, or if the *Contractor* considers the construction of the works in accordance with this contract will be prejudiced through a lack of suitable alternative materials, the *Contractor* notifies the *Project Manager* specifying the conflict or prejudice which has arisen and the material which the *Contractor* proposes to use and the *Contractor* does not use the same unless the *Project Manager* agrees to the substitution.

and X15.5 is deleted and replaced by the following:

X15.5 (1) The *Contractor* obtains and maintains the professional indemnity insurance upon reasonable terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom on the basis and in an amount not less than that stated in the Contract Data

(2) The *Contractor* immediately informs the *Client* if the professional indemnity insurance ceases to be available at rates and on terms that the *Contractor* considers to be commercially reasonable. Any increased or additional premium required by insurers by reason of the *Contractor*'s own claims record or other acts, omissions, matters or things particular to the *Contractor* is deemed to be within commercially reasonable rates.

(3) The *Contractor* co-operates fully with any measures reasonably required by the *Client* including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Client* undertakes in writing to reimburse the *Contractor* in respect of the net cost of such insurance to the *Contractor* above commercially reasonable rates or, if the *Client* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Client* in respect of what the net cost of such insurance to the *Client* would have been at commercially reasonable rates.

(4) The above obligation in respect of professional indemnity insurance continues notwithstanding termination of the *Contractor*'s employment under this contract for any reason whatsoever, including (without limitation) breach by the *Client*.

ECC Option X18 – The *Contractor*'s liability

X18.3 is deleted and replaced by the following:

X18.3 For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to property of the *Client* and Others is limited to the amount stated in the Contract Data

and in X18.5 the list of excluded matters is deleted and replaced by the following:

The excluded matters are amounts payable by the *Contractor* for

- loss of or damage to property of the *Client* and Others, in respect of which the *Contractor*'s liability is limited in accordance with X18.3,
- liability to the *Client* for Defects due to its design which are not listed on the Defects Certificate, in respect of which the *Contractor*'s liability is limited in accordance with X18.4,
- delay damages if Option X7 applies,
- losses arising directly from bribery, fraud or fraudulent misrepresentation by it or its employees; and
- regulatory fines or financial penalties arising directly from its breach of the applicable law

EEC Option W2 – Resolving and Avoiding Disputes

W2.1(1) is amended by the addition of the following to the end of the clause:

A Party may replace its *Senior Representative* after notifying the other Party of the name of the replacement.

W2.3 (3) is amended by the deletion of the final two sentences

W2.3(4) is deleted and replaced by the following:

(4) The *Adjudicator* decides the procedure and timetable to be followed in the adjudication. In doing so the *Adjudicator* may

- take the initiative in ascertaining the facts and the applicable law related to the dispute and
- instruct a Party to take any other action within a stated time which is necessary to reach a decision.

W2.3 (8) is amended by the deletion of the final sentence to be replaced by the following:

The *Adjudicator* may in the decision

- review and revise any action or inaction of the *Project Manager* or *Supervisor* related to the dispute,
- alter a matter which has been treated as accepted or correct and
- allocate the *Adjudicator*'s fees and expenses between the Parties.

Short Schedule of Cost Components

Component 11 is deleted and replaced by the following:

Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent on work under this contract.

Component 24 is amended by the deletion of the final bullet to be replaced by the following:

- constructing, fabricating or modifying Equipment.

2. Audit (Z.2)

2.1. During the course of the works and until the *end of liability date*, the *Client* may conduct or be subject to an audit for the following purposes:

- to verify the accuracy of the Price for Work Done to Date and/or the costs of the *Contractor* and all Subcontractors and suppliers for the works;
- to review the integrity, confidentiality and security of any data relating to the *Client*;
- to review the *Contractor*'s compliance with the Data Protection Law (as defined in clause Z.5 below) or any other applicable law;
- to review any records created during the course of the works;
- to review any books of account kept by the *Contractor* in connection with the provision of the works;
- to carry out the audit and certification of the *Client*'s accounts;
- to carry out an examination pursuant to any legislation applicable to the economy, efficiency and effectiveness with which the *Client* has used its resources;
- to verify the accuracy and completeness of any reports delivered or required by this contract; and

- to verify the *Contractor's* compliance with any Responsible Procurement or Social Value targets, objectives or commitments identified in the Scope.

2.2. Except where an audit is imposed on the *Client* by a regulatory body or is conducted upon the termination of the *Contractor's* obligation to Provide the Works, the *Client* does not conduct an audit more than once in any calendar year for any one of the purposes identified in clause 2.2.1.

2.3. The *Client* uses reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the *Contractor* or delay the provision of the works.

2.4. Upon request the *Contractor* provides the *Client* and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including (but not limited to):

- all information requested within the permitted scope of the audit;
- reasonable access to any sites controlled by the *Contractor* and to any equipment used (whether exclusively or non-exclusively) in the performance of the works; and
- access to the *Contractor's* staff, Subcontractors and suppliers.

2.5. The *Client* endeavours (but is not obliged) to provide at least 14 days' notice of its or, where possible, a regulatory body's intention to conduct an audit.

2.6. The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause Z.2, unless the audit identifies a material failure to perform its obligations under this contract in any material manner by the *Contractor* in which case the *Contractor* reimburses the *Client* for the *Client's* reasonable costs incurred in the course of the audit.

3. Bribery (Z.3)

3.1. The *Contractor* maintains adequate procedures designed to prevent acts of bribery from being committed by its employees or a person associated with it, and provides to the *Client* at its request, within a reasonable time, proof of the existence and implementation of those procedures.

3.2. In accordance with clause 91.8 of the *conditions of contract*, the *Client* may terminate the *Contractor's* obligation to Provide the Works by notifying the *Contractor* if the *Contractor* or anyone employed by it fails to comply with the provisions of the Bribery Act 2010.

4. Building Regulations (Z.4)

4.1. In this clause Z4, a reference to a numbered regulation is a reference to a regulation of the Building Regulations 2010.

4.2. The *Client* appoints the *Contractor* to be the principal contractor for the purposes of Building Regulations in relation to the works.

4.3. The *Client* and the *Contractor* each undertakes to that other that in relation to the works they will duly comply with applicable duties under the Building Regulations. In particular, but without limitation:

- the *Contractor* complies with regulations 11J and 11L;
- where the *Contractor* is and while the *Contractor* remains the principal contractor for the purposes of Building Regulations in relation to the works, the *Contractor* complies with regulation 11N and completes the declarations when required pursuant to regulations

16(4A)(e) and 16(5A)(e);

- where the *Contractor* is responsible for the design of any part of the *works*, the *Contractor* complies with regulation 11K;
- where the *Contractor* is and while the *Contractor* remains the principal designer for the purposes of regulation 11D(1)(a), the *Contractor* complies with the duties of the principal designer for the purposes of Building Regulations in relation to the *works*, in particular (but without limitation) with regulation 11M, and completes the declarations when required pursuant to regulations 16(4A)(e) and 16(5A)(e); and
- where the *Contractor* is not appointed by the *Client* as the principal designer for the purposes of regulation 11D(1)(a), the *Client* procures that the person appointed to be the principal designer carries out their duties.

4.4. Whether or not the *Contractor* is the principal contractor for the purposes of Building Regulations in relation to the *works*, compliance by the *Contractor* with its duties under the Building Regulations is at no cost to the *Client* and does not entitle the *Contractor* to a compensation event.

4.5. If the *Client* appoints a replacement for the principal designer or the principal contractor for the purposes of Building Regulations in relation to the *works*, the *Client* immediately notified the *Contractor* with details of the new appointee.

5. Data Protection (2.5)

5.1. For the purposes of this clause 2.5, the following terms will have the meanings assigned to them:

- **Consent** means a freely given, specific, informed and unambiguous indication (by a statement or by a clear affirmative action) by which the relevant Data Subject has agreed to the relevant transfer(s) and/or processing of the Shared Personal Data relating to the Data Subject that has not been withdrawn (and **Consented** shall be construed accordingly);
- **Controller** has the meaning given in the Data Protection Laws;
- **Data Protection Laws** all applicable data protection and privacy legislation in force from time to time in England and Wales including:
 - the Data Protection Act 2018 and regulations made thereunder;
 - the UK GDPR, as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
 - the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426);
 - all other legislation and regulatory requirements in force from time to time which apply to a P relating to the use of Personal Data (including, the privacy of electronic communications); and
 - the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a P.
- **Data Subject** has the meaning given in applicable Data Protection Laws from time to time;
- **Data Subject Request** means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any of the Shared Personal Data or concerning the processing of such data;
- **Permitted Purpose** is To Provide the Works in accordance with this contract

- **Permitted Recipients** means the *Contractor's* employees, subcontractors, insurers or professional advisors;
- **Personal Data** has the meaning given in the Data Protection Laws;
- **Personal Data Breach** has the meaning given in the Data Protection Laws;
- **Processor** has the meaning given in applicable Data Protection Laws; and
- **Shared Personal Data** means Personal Data disclosed by one P to the other for the Permitted Purpose.

references to **Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Data Protection Officer** are to be interpreted by reference to the meaning given to those terms in the prevailing Data Protection Legislation.

- 5.2. The term “process” has the meaning given in applicable Data Protection Laws (and related expressions, including **process**, **processed**, **processing**, and **processes** shall be construed accordingly).
- 5.3. The *Contractor* does not act as the Processor for the *Client* pursuant to this contract.
- 5.4. The *Client* and the *Contractor* agree that:
 - 5.4.1. each act as a Data Controller when processing the Shared Personal Data and neither is processing personal data on the other's behalf. This clause Z.5.4 applies in relation to Shared Personal Data where the *Contractor* is acting as the Data Processor of the *Client* and also applies to the extent that each P is acting as a Data Controller under this contract;
 - 5.4.2. each is a Controller of the Shared Personal Data. If the *Client* or the *Contractor* share the Shared Personal Data, it is to be shared and managed in accordance with clause Z.5;
 - 5.4.3. each will comply with all Data Protection Laws in connection with this contract and in applying the terms of clause Z.5;
 - 5.4.4. each will ensure:
 - all Shared Personal Data transferred is accurate and up-to-date and has been collected, processed and transferred by it in accordance with Data Protection Laws,
 - each relevant Data Subject has been provided with sufficient information (in an appropriate form) to enable fair, transparent and lawful processing and sharing of the Shared Personal Data for the Permitted Purpose in accordance with the obligations of each P under the Data Protection Laws,
 - the Shared Personal Data is transferred and received in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each P under Data Protection Laws,
 - to the extent permitted by law, they will immediately notify each other if they become aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data (including if a Data Subject withdraws any necessary Consent or requests their Shared Personal Data is no longer processed or is erased or if any of the Shared Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data,

- they shall not by any act or omission cause the other (or any other person) to be in breach of any Data Protection Laws;
- they shall keep copies of all notices, Consents or other records and Information necessary to demonstrate its compliance with clause Z.5, and
- they shall promptly (and in any event within 7 days) on request from time to time provide the other with copies of all notices, Consents and other records and information referred to in the preceding bullet point;

5.5. The *Client* and the *Contractor* further agree that:

- 5.5.1. responsibility for compliance with and responding to any Data Subject Request falls on the P which first received such Data Subject Request;
- 5.5.2. responsibility for compliance with and responding to any Complaint falls on the P which receives the Complaint from a Complainant;
- 5.5.3. their respective obligations in respect of any Personal Data Breach (including notification of the ICO and/or Data Subject(s)) impacting or relating to any Shared Personal Data in its possession or control (or any third party with whom it has shared such data) falls on the P responsible for the breach; and
- 5.5.4. their respective obligations in respect of any other obligation under Data Protection Laws (including any obligation to notify the ICO and/or Data Subject(s) of any other Personal Data Breach) falls on each P subject to such obligation(s) under the Data Protection Laws.

- 5.6. The *Client* and the *Contractor* will co-operate promptly with, and provide reasonable assistance, information and records to, the other to assist with their respective compliance with Data Protection Laws and in relation to all Complaints, Data Subject Requests and investigations by the ICO.
- 5.7. Without prejudice to any other right or remedy a P may have, each P will Indemnify and keep indemnified (on a full indemnity basis) the other P against:
 - 5.7.1. all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by the ICO) arising out of or in connection with any breach by the P's obligations under clause Z.5.5; and
 - 5.7.2. all amounts paid or payable by the other P to a third party which would not have been paid or payable if the P's breach of clause Z.5.5 had not occurred.
- 5.8. Except where stated otherwise above, each P shall pay its own costs and expenses incurred in connection with complying with clause Z.5.
- 5.9. The terms of clause Z.5 are intended to survive by their nature shall survive upon termination or expiry of this contract and shall continue indefinitely.

6. **Compliance (Z.5.1)**

- 6.1. To Provide the Works, the *Contractor* takes account of any statute, statutory instrument, bylaw, relevant British Standard (or equivalent standard) or other mandatory requirement or Code of Practice and the *City's Policies* which are in force at the time the works are performed.

6.2. Without limitation to clause Z.6.1, the *Contractor*

- does not unlawfully discriminate within the meaning and scope of the Equality Act 2010,
- complies with applicable requirements of the Modern Slavery Act 2015,
- complies with any Responsible Procurement or Social Value targets, objectives or commitments identified in the Scope,
- complies with the *Living Wage Policy Statement*, and

upon request provides to the *Client* for auditing purposes evidence of its compliance with the foregoing, including (but not limited to) a certificate in the form available from the *Client's* website confirming compliance with the *Living Wage Policy Statement*.

6.3. The *Contractor* takes all necessary steps to secure the observance of the provisions of this clause Z.Error! Reference source not found. by its Subcontractors.

6.4. The *Client* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* fails to comply with the provisions of this clause Z.Error! Reference source not found.. The procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with its obligations (R11).

7. Freedom of Information (Z.7)

7.1. If the *Client* receives a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004:

- the *Contractor* uses reasonable endeavours to assist the *Client*, at no additional charge and within such timescales as the *Client* may reasonably specify, in meeting any requests for Information in relation to this contract or the works which are made to the *Client*; and
- the *Client* will, wherever reasonably practical, consult with the *Contractor* before disclosing information that relates to the *Contractor*.

8. Intellectual property rights (Z.8)

8.1. Information is all documents and data of any kind which the *Contractor* provides or is required to provide under or in connection with this contract, including (but not limited to) plans, drawings, bill of quantities, reports, programmes, software, source and object codes, specifications, calculations, logic diagrams, letters, e-mails, faxes, memoranda, films and photographs and negatives or any other form of record whether produced or prepared by or on behalf of the *Contractor* and whether in paper form or stored electronically.

8.2. Intellectual Property Rights include all rights to, and interests in, any patents, designs, trademarks, copyright, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (whether capable of protection by registration or not) in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person.

8.3. The *Client* retains ownership of the Intellectual Property Rights in all documents produced by the *Client* in connection with or arising out of this contract. The *Contractor* owns the Intellectual Property Rights in the Information.

8.4. The *Contractor* gives the *Client* and procures that its Subcontractors and suppliers give the *Client* an irrevocable, royalty-free, non-exclusive licence to use and copy all Intellectual Property Rights in Information, provided the *Client* uses the Information only for purposes in connection

with the structures in respect of which the *Contractor* Provides the Works.

- 8.5. The *Client's* licence carries the right to grant sub-licences, is transferable to third parties without the consent of the *Contractor* and survives termination (for any reason) of the *Contractor's* obligation to Provide the Works.
- 8.6. The *Contractor* is not liable for use of the Information for any purpose other than that for which it was prepared or provided.
- 8.7. The *Contractor* waives any moral right to be identified as author of the Information in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Information subjected to derogatory treatment in accordance with section 8 of that Act as against the *Client* or any licensee or assignee of the *Client*.

9. **Title (Z.9)**

- 9.1. The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless
 - the Plant and Materials is within the United Kingdom,
 - the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title to the Plant and Materials,
 - the Plant and Materials is stored separately and is clearly and visibly marked as for the *Client* and this contract,
 - the Plant and Materials is adequately protected against water, theft, vandalism and other casualties,
 - the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas and
 - the *Contractor* has provided an off-site materials bond for the value of the Plant and Materials.
- 9.2. The off-site materials bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is in the form set out in the Scope or as otherwise approved by the *Project Manager*.
- 9.3. Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date
 - the *Contractor's* title in the Plant and Materials passes to the *Client*,
 - the *Contractor* does not remove it from where it is stored except for use on the works and
 - the risk of loss or damage to the Plant and Materials remains with the *Contractor*.
- 9.4. The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless
 - title in the Plant and Materials has already passed to the *Client* under clause Z.9.3 or

- the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.

9.5. The *Contractor's* title in Plant and Materials passes to the *Client* when it is brought within the Working Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the *Contractor*.

9.6. The *Contractor* does not remove Plant and Materials within the Working Areas from where it is stored except for use on the works or with the *Project Manager's* permission.

9.7. The title to Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission.

10. Not used (Z.10)

11. Value Added Tax (Z.11)

The *Client* is an 'end-user' for the purposes of the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019/892) and the *Contractor* will be responsible for payment to HMRC of any VAT properly due for the supply of goods and services pursuant to this contract in accordance the section 55A of the Value Added Tax Act 1994.

12. Electronic Communications (Z.12)

12.1. The *Client* requires all its contractors to be cognisant of the risk of unauthorised access and/or corruption of data stored or transferred by electronic means. Each Party will be responsible for maintaining the integrity and security of its own data storage and transmission systems, taking into consideration current applicable guidance issued by the National Cyber Security Centre ("NCSC"). Each Party:

- follows the NCSC Cloud Security Principles¹ to keep confidential the passwords or other security information relating to its data storage and transmission systems;
- regularly reviews its security policies and the actual security of data storage and transmission systems, ensuring that adequate and appropriate security protections are in place; and
- notifies the other Party promptly of any unauthorised access or use of its data or other security incident affecting its data storage and transmission systems that could potentially affect the other Party and promptly takes all remedial action reasonably necessary to address the consequences of the incident and to avoid its reoccurrence.

¹ The principles and other guidance can be accessed via www.ncsc.gov.uk

SCOPE

- 01 Invitation:
 - *Open Procedure FTS ITT Pack v2.pdf*
- 02 Specification:
 - *BB-Specification v4.pdf*
- 03 Drawings:
 - *60633039-BB25-001.pdf*
 - *60633039-BB25-002.pdf*
 - *60633039-BB25-003.pdf*
 - *60633039-BB25-004.pdf*
 - *60633039-BB25-005.pdf*
 - *60633039-BB25-006.pdf*
 - *60633039-BB25-007.pdf*
- 04 Clarifications:
 - *Queries-Responses - Responses 25.06.25.pdf*
- 05 Contractor's Technical Submissions:
 - *2.1.2 Technical question 1.pdf*
 - *2.1.3 Technical question 2.pdf*
 - *2.1.4 Technical question 3.pdf*
 - *2.1.5 Technical question 4.pdf*
 - *2.1.6 Technical question 5.pdf*
 - *2.1.7 Technical question 6.pdf*
 - *2.2.2 Responsible procurement question 2.pdf*
 - *2.2.3 Responsible procurement question 3.pdf*
 - *45001 & SSIP Certification.pdf*
 - *Freedom of Information Questionnaire.pdf*
 - *LLW Confirmation 2025-09-16.png*
- 06 Ancillary Forms:
 - *01 Undertaking subcontractor to Client (X8).docx*
 - *02 Undertaking-subconsultant to Client (X8).docx*
 - *03 Performance Bond (X13).docx*

SITE INFORMATION

- *H&S Information v1.pdf*

BILL OF QUANTITIES

- *Standard Form of Tender.pdf*
- *60633039-BB-BOQ.pdf*
- *60633039-BB-BOQ rev 1 – Priced.xlsx*

PROGRAMME

- *Blackfriars Phase 2 CL31 – Rev1.3[Full Prog].pdf*
- *Programme Clarification correspondence 29.10.25.pdf*

For the purposes of identification, a copy of the documentation listed in this Schedule has been placed on the CD-R disk attached at the end of this contract.