Dated

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Building Contract

Incorporating and amending the

JCT Minor Works Building Contract with Contractor’s Design, 2016

between

[INSERT EMPLOYER NAME]

and

[INSERT CONTRACTOR NAME]

THIS DEED is dated [ ]

**Parties**

1. [INSERT EMPLOYER DETAILS AND ADDRESS] (**Employer**).
2. [INSERT CONTRACTOR DETAILS AND ADDRESS] (**Contractor**).

**Background**

1. The Employer wishes to procure the design and construction of certain works.
2. The Contractor has agreed to carry out the design and construction of those works, as required by this agreement.
3. The Employer and Contractor have agreed to incorporate and amend the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition, as set out in this agreement.

**Agreed terms**

1. The following definitions and rules of interpretation apply in this agreement.
	1. Definitions
	2. The definitions in the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition have the same meaning in this agreement, unless the meaning given in the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition is different form, or conflicts with, the meaning given in the Schedule of Amendments, in which case the Schedule of Amendments prevails.
	3. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
	4. A reference to a **company** shall include any company, corporation or other body corporate wherever and however incorporated or established.
	5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
	6. References to clauses, schedules and annexes are to the clauses, schedules and annexes of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
	7. Without prejudice to clause 1.2, in case of any difference, discrepancy or conflict between the Schedule of Amendments and the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition, the Schedule of Amendments shall prevail.
	8. Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	9. Notwithstanding any other provision of this agreement, the term **approval**, when used in the context of any approval to be given by the Employer or Employer’s Agent, shall have the meaning “acceptance of general principles only”, and no such approval or any consent given by the Employer or the Employer’s Agent nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of his obligations or liabilities under this agreement.
2. **Incorporation and amendment of the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition**
	1. This agreement incorporates and amends the JCT Minor Works Building Contract with Contractor’s Design, 2016 edition as follows:
		1. it incorporates the JCT Recitals, as amended by Schedule 1;
		2. it incorporates the JCT Articles, as amended by Schedule 1;
		3. it incorporates the JCT Contract Particulars, as amended by Schedule 1; and
		4. it incorporates the JCT Conditions, as amended by Schedule 1.
	2. This agreement does not incorporate the JCT Attestation.
3. **Severance**
	1. If any provision or part-provision of this agreement becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
	2. If any provision or part-provision of this agreement is deemed deleted under clause 3.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
4. **Governing Law**

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

1. **Counterparts**

This Deed may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1 - Schedule of amendments**

**Recitals**

Part 1: Amendments

The Recitals, Articles, Contract Particulars, Conditions and Schedules are amended as follows and shall be construed accordingly:

**Recitals**

**First Recital**

“The Employer wishes to have the following work carried out:

at­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘ the Works’) under the direction of the Architect/Contract Administrator referred to in Article 3;

**Second Recital**

The Contractor is responsible for the design and construction of the whole of the Works

**Third Recital**

Delete and substitute:

“The Employer has made known to the Contractor the requirements for the Works as set out in Section F Part 2 of the Invitation to Tender “the Employer’s Requirements”. The Contractor has had the following documents prepared which show and describe the work to be done:

[ ];

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Fourth Recital (collectively ‘the Contract Documents’) are annexed to this Agreement.

The Contractor has agreed to accept full responsibility for all design elements of the Works. For the avoidance of doubt the Contractor shall be fully responsible for the design of the Works, whether such design work is carried out before, on or after the date of this Contract”.

**Articles of Agreement**

**Article 2: Contract Sum**

Delete and substitute:

“The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of £215,000.00 (“the Contract Sum”) or such other sum as shall become payable under this Contract.

The Contract Sum is to include all costs and charges for the Works, including all labour, materials, temporary works, plant, groundwork preparation, overhead charges, and profit as well as the general liabilities, obligations and risks of the Contractor.

Notwithstanding any other provisions in this Contract, and irrespective of any additions or variations to the Work (save as confirmed in writing in accordance with clause 3.6.2Town Clerk), the amount payable by the Employer to the Contractor for the Works shall not exceed £215,000.

**Article 3: Architect/Contract Administrator**

“For the purposes of this Contract the Architect/Contract Administrator is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Article 4: Principal Designer**

Delete and substitute:

“The Principal Designer for the purpose of the CDM Regulations is the Contractor”.

**Article 5: Principal Contractor**

The Principal Contractor for the purposes of CDM Regulations is the Contractor (or)

­­­of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Part 1: General**

Delete and Substitute:

|  |  |  |
| --- | --- | --- |
| *“Clause etc.* | *Subject* |  |
| **Fifth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)** | Base Date |  |
| **Fifth Recital and clause 4.2** | Construction Industry Scheme (CIS) | Employer at the Base Date is a contractor/is not a contractor for the purposes of CIS |
| **Sixth Recital** | CDM Regulations  | the projectis/is not notifiable |
| **Seventh Recital**  | Framework Agreement (if applicable) | Not applicable  |
| **Eighth Recital and Schedule 3** | Supplemental Provisions (*Where neither entry against one of the Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)* |  |
|  | Collaborative workingHealth and safetyCost savings and value improvementsSustainable development and environmental considerationsPerformance indicators and monitoringNotification and negotiation of disputesWhere Supplemental Provision 6 applies, the respective nominees of the Parties are | Supplemental Provision 1does not applySupplemental Provision 2applies Supplemental Provision 3does not applySupplemental Provision 4does not apply Supplemental Provision 5does not apply Supplemental Provision 6does not apply Employer’s nomineeContractor’s nomineeor such replacement as each Party may notify to the other from time to time |
| Article 72.3 | Arbitration *(if neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)*Works commencement date | Article 7 and Schedule 1 (*Arbitration)*apply [ Insert ]  |
| 2.3 | Date for Completion | [ Insert ]  |
| 2.9 | Liquidated damages | at the rate of£ per |
|  | Sections: Dates for Completion of Sections | N/A |
| 2.11 | Rectification Period*(The period is 3 months unless a different period is stated.)* | 12 monthsFrom the date of practical completion |
| 4.3 | Interim payments – Interim Valuation Dates(*Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.3) and thereafter at monthly intervals.)* | The first Interim Valuation Date is  20And thereafter at intervals of ----------------------------------------------- |
| 4.3 | Payments due prior to practical completion – percentage of the total value of work etc.(*The percentage is 95 per cent unless a different rate is stated.)* | 95 per cent |
| 4.3 | Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor(*The percentage is 97 1/2 per cent unless a different rate is stated*). | 95 per cent |
| 4.3 and 4.8 | Fluctuations provision*(Unless another provision or entry is selected Schedule 2 applies)* | no fluctuations provision applies |
| 4.3 and 4.8 | Percentage addition for Schedule 2 (paragraph 13) (if applicable |  per cent |
| 4.8.1 | Supply of documentation for computation of amount to be finally certified(*The period is 3 months unless a different period is stated*.) | 3 months from the date of practical completion  |
|  |  |  |
| 5.3 | Contractor’s Public Liability insurance: injury to persons or property – the required level of cover is not less than | [£10,000,000 (ten million)for any one occurrence or series of occurrences arising out of one event |
| 5.4A, 5.4B and 5.4C | Insurance of the Works etc. – alternative provisions | Clause 5.4A (*Works insurance by Contractor in Joint Names)* applies/ |
|  |  |  |
| 5.4A and 5.4B | Percentage to cover legal fees(*If no other percentage is stated, it shall be 15 per cent)* | 15 per cent |
| 5.4C | Insurance arrangements – details of the required policy or policies | are set out in the following document(s)-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- |
| 7.2 | AdjudicationNominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)(*Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)* | The Adjudicator is ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Royal Institution of Chartered Surveyors  |
|  |  |  |
|  |  |  |
| Schedule 1 (paragraph 2.1) | Arbitration – appointer of Arbitrator (and of any replacement)(*If no appointer is selected, the appointer shall be the President or a Vice-President of the Royal Institute of British Architects)* | The Royal Institution of Chartered Surveyors  |

**Conditions**

**Section 1 – Definitions and Interpretation**

* 1. – “Contractor’s Designed Portion”

Delete “see the Second Recital” and replace with “all designs that the Contractor prepares in relation to the Works”

1.9 – Insert:

“Observance of statutory requirements

The Contractor shall apply with all statutory and other provisions to be observed and performed in connection with the Contract and shall indemnify the Employer accordingly.”

1.10 – Insert:

“Best value duty

The Contractor acknowledges that the Employer is subject to securing best value in its work, and the provisions in this condition are intended to assist the Employer in discharging this duty in relation to the services.

The Contractor shall, throughout the Contract period, but only to the extent of its obligations in the Contract, make arrangements to secure continuous improvements in the way in which the contract is delivered, having regard to the combination of economy, efficiency and effectiveness.”

1.11 Insert:

“In entering into this Contract, the Contractor warrants, represents and undertakes to the Employer that:

1.11.1 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Employer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both at the date communicated and at the date of tender submission;

1.11.2 It has made its’ own investigations and research and has satisfied itself in respect of all matters relating to the tender;

1.11.3 It has full power and authority to enter into the Contract and perform the obligations specified in the Contract Documents and will, if required, produce evidence of such to the Employer;

1.11.4 It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract Documents;

1.11.5 It will not at any time during the duration of the Contract or at any time thereafter claim or seek to enforce for the purposes of this Contract, any lien, charge, or other encumbrance over property owned or controlled by the Employer;

1.11.6 It will make available to the Employer copies of its audited accounts within 30 days of the formal adoption of such accounts;

1.11.7 – The Contractor will discharge its obligations under the Contract will all due skill, care and diligence including but not limited to good industry practice.”

**Section 2 – Carrying out the Works**

2.1 Delete and substitute as follows:

“The Contractor shall carry out and complete the Works in a proper and workmanlike and safe manner in accordance with the Contract, and shall at all times deliver the Contract in such a manner that will promote and enhance the reputation of the Employer. The Works shall be in compliance with the Contract Documents, the Construction Phase Plan and Statutory Requirements and the Contractor shall give all notices required by the Statutory Requirements. The Contractor:

.1 using reasonable skill, care and diligence shall complete the design for the Works including the selection of any specifications for the kinds and standards of materials, goods and workmanship;

.2 shall as and when necessary without charge provide the Architect/Contract Administrator with copies of such drawings or details, specification of materials, goods and workmanship and related calculations and information, as are reasonably necessary to explain the design of the Works

.3 shall deal with any complaints received (whether received orally or in writing and whether from members of the public or others) in a prompt, courteous and efficient manner. Unresolved complaints received or referred to the Employer will be investigated by the Town Clerk who may take such action as they consider appropriate

Drawings and documents to be supplied by the Contractor shall be supplied by such means and in such format, if any, as the Employer may request. “

2.2.1 delete

“..in the case of the Contractor’s Designed Portion..”

2.2.3 Insert:

“Where an appropriate British Standards Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods used or supplied and all workmanship shall be in accordance with that Standard or equivalent recognised by another Member State of the E.U”.

2.2.4 Insert:

“The Contractor shall provide all the equipment necessary for undertaking the Contract.”

2.2.5 Insert:

“All equipment used in relation to undertaking the Contract shall be at the Contractors own risk.”

2.3 Insert:

2.3.1

“Timely undertaking of the contract will be of the essence of the contract and the Contractor shall, at all times, deliver the Contract in accordance with the Contract Documents and the conditions referred to in the Contract.”

**Section 3 – Control of the Works**

3.1 delete and substitute

“The Employer may assign the benefit of this Contract without the consent of the Contractor. The Contract may not assign the benefit of the Contract”

3.2 Delete and substitute:

“3.2.1

The Contractor shall ensure that at all times a Contract Supervisor is appointed and empowered to act on behalf of the Contractor and is available in person to the Town Clerk at all times whilst undertaking the Contract. The Contractor shall appoint a suitably qualified Deputy Contract Supervisor for periods of the Contract Supervisor’s holiday or illness.

3.2.2

Prior to the commencement date of the Contract the Contractor shall inform the Town Clerk in writing of the name and telephone number of the Contract Supervisor

3.2.3

The Contractor shall inform the [TOWN CLERK] of the identity of any person proposed to be authorised to act for any period as Deputy Contract Supervisor before the start of that period. Any person proposed to be authorised to act as Deputy Contract Supervisor must be an existing employee of the Contractor.

3.2.4

The Contract Supervisor or authorised Deputy Contract Supervisor shall be the authorised representative of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Supervisor or Deputy Contract Supervisor in the Contract Supervisor’s absence, shall be deemed to have been given or made to the Contractor.

3.2.5

The Contract Supervisor or authorised deputy shall consult with the Town Clerk and with other Council staff as specified by the Town Clerk as often as required for the efficient provision of the Contract.”

3.2.6

The Contractor will provide a sufficient complement of supervisory staff in addition to the Contract Supervisor; to ensure that the Contactor’s staff engaged in and about the provisions of the Contract are at all times adequately supervised and properly perform their duties.

3.2.7

The Contractor’s staff engaged in and about the provision of the Contract shall primarily be under the control and direction of the Contractor’s own supervisory staff but shall nevertheless comply with all reasonable instructions and requests given to them by the Town Clerk or Council staff authorised by the Town Clerk.”

3.3 delete

“..for the Contractor’s Designed Portion.."

3.6.1 Delete and substitute:

“Subject to Article 2, the Employer/Contract Administrator may, without invalidating this Contract, order any additions to or omissions from or may vary the sequence of or the timescale for execution of the contract services if such additions omission or variation is reasonably required to ensure that the Works are completed in accordance with this Contract and the Contract Documents. Any such instructions shall not vary the Contract Sum.”

3.6.2 Delete and substitute:

“Upon receipt of any instruction from the Employer/Contract Administrator that will involve an increase to the Contract Sum, the Contractor shall submit a firm price quotation setting out the increase to the Contract Sum within a period of five (5) working days. The Employer/Contract Administrator may then issue a further written instruction agreeing the increase to the Contract Sum and confirming that they wish the Contractor to proceed with the instructed work.”

3.6.3 Delete and substitute:

“The Contractor shall not be entitled to claim any additional sum for work carried out pursuant to an instruction for an addition or variation unless they have received a written instruction from the Employer/Contract Administrator pursuant to Clause 3.6.2 agreeing to the proposed increase to the Contract Sum.”

3.10 Insert new clause:

“Contractor’s Employees

3.10.1

“The Contractor will employ, for the delivery of the Contract, only those persons who are careful, skilled and experienced in the work which they are to perform. The Contractor will ensure that its staff carry out their duties and behave in an orderly and professional manner as may be reasonably practical, having regard to the nature of the duties being performed by them.”

3.10.2 Insert new clause:

“The Contractor will employ sufficient staff to ensure that the Contract is delivered at all times in accordance with the Specification. Accordingly, it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to continue with the Contract delivery during staff holidays or absence through sickness or otherwise.”

3.10.3 Insert new clause:

“The Contractor will not unlawfully discriminate either directly or indirectly on grounds such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice, will not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant legislation.”

3.10.4 Insert new clause:

“The Contractor will ensure that every person employed by the Contractor in the delivery of the Contract is at all times properly and sufficiently trained and instructed with regard to:

* + 1. the task or tasks that the person has to perform;
		2. any relevant provision of the Contract;
		3. relevant rules, procedures and standards of the Employer;
		4. all relevant rules, procedures and statutory requirements concerning Health and Safety at work;
		5. fire risks and fire precautions;
		6. the necessity to observe the highest standards of courtesy and consideration to the public and promote and enhance the Employer’s image and reputation.”

3.10.5 Insert new clause:

“The Contractor will be monitored by the Employer to ensure compliance with condition 3.10.4.”

3.10.6 Insert new clause:

“The Contractor is entirely responsible for the employment and conditions of service of its own employees including without limitation the payment of wages.”

3.10.7 Insert new clause:

“The Contractor shall comply with and shall also ensure that its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Employer which may be notified to the Contractor by the Employer from time to time and with all relevant statutes, statutory orders and Regulations.”

3.10.8 Insert new clause:

“The Town Clerk may, due to misconduct, breach of these conditions or for any other substantial reason instruct the Contractor to take disciplinary action or other action in relation to or remove from the provision of the Services any person employed in or about the provision of the Services by the Contractor (which for the avoidance of doubt shall include the Contract Supervisor or his deputy) and the Contractor shall forthwith comply with such instructions. The Employer shall not in any circumstances be liable to the Contractor or any of its employees in relation to any such action or removal and the Contractor shall fully and promptly indemnify the Employer in respect of any claims brought by any such employee arising therefrom.”

3.10.9 Insert new clause

“Representatives of the Contractor shall carry, at all times, identity cards in a form approved by the Town Clerk and make such cards available for inspection on request by an employee of the Employer who similarly discloses his/her identity.”

3.10.10 Insert new clause:

“When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid doing so.”

**Section 4 – Payment**

4.1 Delete and substitute:

“The Contract Sum is exclusive of VAT and in relation to any payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it, and the Contractor shall issue a tax invoice in respect thereof.”

4.3 In the last line of the clause, delete “14” and replace with “23”.

**Section 5 – Injury, Damage and Insurance**

5.1 Delete and substitute:

5.1.1

“The Contractor shall deliver the Contract safely and in a manner that is not, or is it likely to be, dangerous to persons’ health or detrimental to the environment or the fabric of any property.”

5.1.2

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

5.8 Insert

“**Insurance**

5.8.1 Insert

The Contractor shall maintain with a reputable insurer lawfully carrying on business in the United Kingdom professional indemnity insurance of not less than £2,000,000 (two million pounds) in respect of each and every claim for breach of the Contractor’s obligations under this Contract.”

5.8.2 Insert

The Contractor shall maintain with a reputable insurer lawfully carrying on business in the United Kingdom employer’s liability insurance of not less than £10,000,000 (ten million pounds) in respect of the Works.”

5.8.3 Insert:

“The Contractor is to maintain such insurances at all times until 12 years after the practical completion of the Works under the Contract (or, if sooner, until 12 years after the completion or termination of the Contractor’s Services, provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and the policy terms obtainable. Any increase in insurance premiums as a result of the Contractor’s own claims record shall not be taken into account in determining whether or not rates are commercially reasonable.”

5.8.4 Insert:

“If for any period such insurances are not obtainable on commercially reasonable terms, the Contractor is to inform the Employer forthwith and is to obtain in respect of that period such reduced cover (if any) as is available and as would be fair and reasonable in the circumstances for the Contractor to obtain.”

5.8.5 Insert:

“The Contractor shall ensure that any agent or sub-contractor engaged by the Contract to carry out the Works also carries public indemnity insurance under the same terms as clauses 5.8.1 to 5.8.3 above.”

5.10 Insert:

“Without prejudice to the terms as set out in this Condition 5, neither party shall be liable either in contract or tort in respect of economic loss, loss of profit or consequential loss and/or consequential loss or damage.”

5.11 Insert:

“The Contractor shall produce to the Town Clerk within 7 days of request, copies of all insurance policies referred to in this section or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.”

5.11.1 Insert:

“If, for whatever reason, the Contractor fails to give effect to and maintain the insurance policies referred to in this condition or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies, the Employer may make alternative arrangements to protect its interests and may recover the cost of such arrangements from the Contractor.”

**Section 6 – Termination**

6.4.2 – Delete “;or” at the end of the second line and replace with “,”

6.4.1.4 – Insert:

“commits a breach of any of its obligations under the contract (each such obligation being a condition of the contract not a warranty,”

6.4.1.5 – Insert

“There is a change in control of the Contractor or (where the Contractor is a subsidiary company) its ultimate holding company; or”

6.4.1.6 – Insert

“Where any of the Contractor’s warranties and representations proves to be untrue or incorrect

6.5.1 Delete and substitute:

“If the Contractor is insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor’s employment under this Contract. Termination shall be immediate, and the Contractor shall immediately cease to perform any part of this Contract.”

6.6 Insert at the end of the paragraph:

“Should the Contractor carry out any of the acts mentioned in this clause, then the Employer shall be entitled to recover from the Contractor the amount of any loss resulting from such cancellation.”

6.7.3.1 Insert at the end of paragraph, before “;”

“(for the avoidance of doubt the Employer shall be under no obligation to employ the least expensive method of completing the Works and rectifying defects).”

**Section 7 – Settlement of Disputes**

Section 7.1 – Delete and substitute:

“If a dispute or difference arises under this Contract, the Town Clerk and Contractor will within 14 days of a written request from one party to the other, meet in good faith to resolve the dispute.”

“If the dispute is not resolved at that meeting the parties will attempt to settle the dispute by mediation. To initiate the mediation a party must give notice in writing (‘**ADR Notice**’) to the other party to the dispute requesting mediation. The mediation will start not later than 14 days after the date of the ADR Notice.

Nothing in this clause shall operate to fetter either party’s right to refer a dispute to adjudication at any time”

**Schedule 2**

6 Insert at the end of the first sentence

“save that the adjusted Contract Sum shall not exceed £215,000”

**Schedule 3 – Supplemental Provisions**

1 – Collaborative working

Delete “1” and replace with “1.1”

1.2 Insert

“The Town Clerk has the right at any time to interview any member of the Contractor’s staff in connection with the delivery of all or any of the Contract.”

1.3 – Insert

“The Town Clerk is entitled to request any information relating to the delivery of the Contract and this information will be supplied by the Contractor within 14 days”.

2 – Health and safety

2.2.1 – Delete and substitute:

“comply with any and all approved codes of practice, appropriate guidance and good working practices produced or promulgated by the Health and Safety Executive, professional/trade bodies or similar organisations; alongside all relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Commission.”

2.2.5 – Insert:

“comply with their own health and safety policy, health and safety systems and procedures;”

2.2.6 – Insert:

“comply with any conditions stipulated by the Employer in relation to health & safety. Such conditions will override details contained in the Contractor’s internal documentation but will ensure that health and safety standards will be maintained or improved.”

2.3 – Insert:

“Any requests for the provision of health and safety documentation will be provided within 14 days”.

2.4 – Insert:

“The Contractor Supervisor (Deputy Contract Supervisor in their absence) shall act as coordinator between both parties for the matters of health and safety arising out of the Services.”

2.5 – Insert:

“The Contractor shall notify, in writing, to the Town Clerk of all incidents, which could have lead or did lead to injury and/or damage. Where incidents are reportable under the Report of Injuries, Diseases and Dangerous Occurrences Regulations [2003], a complete copy of Form F2508/F2508A/F2508G must be supplied.

2.6 – Insert:

“The Town Clerk is empowered to suspend the Works in the event of non-compliance by the Contractor with issues concerning health and safety matters. The Contractor shall not resume provision of the Services until the Town Clerk is satisfied that the non-compliance has been rectified. The Contractor shall be liable for any delay or cost associated with such suspension and shall not be entitled to claim any extension of time or additional sums in relation to such period of suspension.”

4 – Sustainable development and environmental considerations

4.3 – Insert

“The Contractor shall, when working on the site, perform the Contract in accordance with Wadebridge Town Council’s environmental policy.”

7 Delete and replace as follows:

7.1

“The Employer’s affairs are open to scrutiny by a variety of external bodies and people including:

7.1.1 An external Auditor appointed by the Audit Commission

7.1.2 The public via the Employer’s complaints procedure

7.1.3 Local electors via the Annual Inspection of Accounts

7.1.4 Her Majesty’s Revenue and Customs

7.1.5 Department for Works and Pensions

7.1.6 Freedom of Information Act

The Employer through its internal or external auditors may request information relating to the Contract which the Contractor shall supply upon request.”

7.2

“The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (‘FOIA’), the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:

7.3

The Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted.

7.4

Any information that the Contractor considers should not be disclosed because an exemption applies should be clearly marked as such and the reasons for claiming an exemption provided. However, the final decision as to whether information should be disclosed or not (including the application of the public interest test) shall remain the decision of the Employer.

7.5

Where applicable, the Contractor will be registered under relevant data protection legislation and shall observe all obligations under any data protection legislation that may be in force from time to time in connection with this Contract.

7.6

The Employer may require the Contractor to provide the Employer with such information as it may reasonably require in order to satisfy itself that there is compliance with the required data protection legislation

9 Insert:

“Agencies

The Contractor shall not be or be considered as an agent of the Employer and the Contractor shall not hold itself out as having authority or power to bind the Employer in any way.”

Signed by [NAME OF DIRECTOR] ...............................

For and on behalf of [COMPANY],

In the presence of :

[SIGNATURE OF DIRECTOR]

Director

.............................

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

Signed by [NAME OF DIRECTOR] ...............................

For and on behalf of [COMPANY],

In the presence of :

[SIGNATURE OF DIRECTOR]

Director

.............................

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]