

A Contract for the provision of works at low value (for a single Order or multiple Orders)

THIS AGREEMENT IS MADE ON _____ DAY OF _____ 20[]

EMPLOYER: [] a registered society, as defined in section 1(1) of the Co-operative and Community Benefit Societies Act 2014, with registered number [] whose registered office is at []

CONTRACTOR: [] (company number: []) whose registered office is at []

ARTICLES OF AGREEMENT

Article 1 – Contractor's Obligations

The Contractor shall carry out all Orders placed with it by the Employer in accordance with the terms of this Contract and the Specification for the duration of the Contract Period.

Article 2 – Payment

The Employer shall pay the Contractor in accordance with Section 3 of this Contract and the Contractor's Rates and Prices at Schedule 2 of this Contract (*Schedule of Rates*). The Contractor's Rates and Prices shall remain fixed for [the duration of the Contract Period] [[] months following the commencement of the Contract Period, but may be subject to an adjustment in accordance with clauses 3.6 to 3.11]¹.

Article 3 – Contract Period

Subject to clause 5.1, the Contract Period shall be for a period of [] [years] [months] commencing on []² [with an option to extend (at the sole discretion of the Employer) by a further period or periods of up to [] months. If the Employer wishes to exercise an option to extend, it shall provide the Contractor with not less than 4 weeks' notice prior to the expiry of the Contract Period or any further extended period]³.

Article 4 – CDM Regulations 2015

The Contractor shall act as Principal Designer and Principal Contractor for the purpose of the CDM Regulations 2015 and shall comply and shall continue to comply with all its obligations in that regard in respect of the Works until the expiry of the Contract Period or earlier termination of this Contract.

¹ Select appropriate wording. Either the price will remain fixed or it might be subject to a CPI uplift if this Contract is entered into for the purpose of placing multiple Orders for a period of time greater than 12 months.

² Insert length of Contract Period and remove brackets and footnote.

³ Delete section in brackets beginning "with an option..." to the end of the clause, if the Contract Period is fixed and there is no option to extend. If the Contract Period is subject to an extension, delete the brackets and specify the maximum period for the extended term where prompted. **The aggregate value of the works should not exceed the OJEU threshold through consecutive annual extensions.**

Article 5 – Disputes

Mediation

- .1 Subject to Article 5.2, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give consideration to any request by the other to refer the matter to mediation.

Adjudication

- .2 If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, then Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 (“the Scheme”) shall apply except that for the purposes of the Scheme the nominating body for an adjudicator shall be The Technology and Construction Bar Association.

Legal Proceedings

- .3 Subject to Article 5.2, the English courts shall have exclusive jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 6: Contract Administrator

For the purposes of this Contract the functions of the Contract Administrator shall be undertaken by []⁴ of [] or if he/she ceases to be the Contract Administrator, such other person as the Employer shall nominate from time to time. The Contract Administrator has full authority to act on behalf of the Employer and to exercise any rights of the Employer under this Contract.

Article 7 – Volume and Value

The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment. For the avoidance of doubt, the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders or any specific number of Orders under this Contract. For the avoidance of doubt, the Contractor does not have exclusive rights to all works and services to be performed and undertaken by the Employer and the Employer may, at its sole discretion, issue instructions to other contractors to carry out works and services in or on Sites whether or not those works or services are within the scope of this Contract or not; or add or remove Sites or Works at its sole discretion. The Employer may engage other contractors to carry out Works or other works to the Sites at the same time the Contractor undertakes the Works.

Article 8 – Key Performance Indicators

- 8.1 The Contractor shall carry out the Works and all Orders under this Contract in accordance with the Key Performance Indicators set out at Schedule 1 (*Specification*). The Key Performance Indicators shall be monitored in accordance with the procedures as set out in this Article 8.
- 8.2 The Contractor and the Employer shall provide the Contract Administrator with all the monthly KPI data for the previous quarter, that falls within its responsibility under

⁴ Insert details of Contract Administrator. This is likely to be an individual at PA Housing.

Schedule 1 (Specification), by no later than the 10th day prior to each quarterly KPI review meeting. The dates of the quarterly review meetings shall be determined by the Employer.

- 8.3 If the Employer reasonably considers there to be any error or omission in the Contractor's KPI data for a particular month, the Employer shall notify the Contractor, in writing, of the error or omission within ten (10) days of the issue of the KPI data. Following such notification, the Contractor and the Employer shall meet to discuss and agree an amendment to the Contractor's KPI data. The Contract Administrator's decision regarding any amendments shall be final.
- 8.4 The Core Group members will review quarterly throughout the Contract Period, at a meeting, the performance of the Contractor against the Key Performance Indicators set out in Schedule 1 (*Specification*). The Employer may at any time monitor or direct the Contractor to monitor the Contractor's performance in relation to any KPI over such other period as the Employer reasonably determines and the Contract Administrator shall be entitled to call monthly KPI review meetings, or otherwise, to review the Contractor's performance if deemed necessary.
- 8.5 Having considered the outcome of the review set out at Article 8.4, if the Contractor fails to achieve the KPI targets in one or more KPIs (as set out in the Specification) for that monthly period or quarter subject to the review, then the Contractor shall, within ten (10) Working Days from the date of the relevant review meeting under Article 8.4, issue to the Contract Administrator and the Employer its proposals for how it intends to rectify those failures within a 2 (two) month period (or a shorter period, as reasonably determined by the Employer) from the date of the Core Group review meeting pursuant to Article 8.4 (“the Action Plan”).
- 8.6 The Core Group shall following ten (10) Working Days after receipt of the Contractor's Action Plan under Article 8.5 meet to consider such proposals and amend or clarify them as may be agreed whereupon the Contract Administrator shall issue the agreed finalised proposals as an improvement plan (“the Improvement Plan”) no later than 10 days thereafter. In the event the Core Group cannot agree finalised proposals or the Contractor fails to provide its proposals in accordance with Article 8.5, the Employer is entitled to exercise all and any of the rights available to it at Article 8.7.
- 8.7 The Core Group shall meet within three (3) months from the date of the Core Group review meeting under Article 8.4, to review the performance of the Contractor and the Contract Administrator shall within ten (10) Working Days from the date of such meeting issue a report of the outcome of this review, taking into account any Improvement Plan that may have been agreed pursuant to Article 8.6. If this report notifies a continued failure by the Contractor to achieve the KPI targets on one (1) or more of the KPIs then the Employer shall be entitled to terminate this Contract for breach of contract, shorten the Contract Period or reduce the scope of works and services to be carried out by the Contractor under the Contract in each case by notice with immediate effect and in such circumstances the Contractor shall not have a claim against the Employer (whether under contract, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or anticipated loss of profit, loss of revenue, loss of goodwill or loss of opportunity, other than payments for Orders already completed in accordance with the Contract.

Article 9 – Third Party Rights

Unless otherwise expressly stated in this Contract and save for any holding or subsidiary company of the Employer or any company associated with it, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Article 10 – Orders

The Employer shall be entitled to place Orders for Works in accordance with the following process:

1. The Employer may from time to time issue an Order to the Contractor for works of general maintenance, repair and/or replacement (which may include design) or any other works, as more particularly described in the Specification, in accordance with the terms set out in this Article 10.
2. Any Order provided to the Contractor shall contain a description of the Works the Contractor is required to complete and shall contain or refer to any relevant specification or technical requirement in respect of the Works. All Orders shall be carried out and completed in accordance with the terms of this Contract, all Statutory Requirements and the Specification.
3. The Order shall contain a date upon which the Contractor is required to complete the Order or any item of Work within that Order.
4. The Order shall also contain the Order Price, calculated in accordance with the Contractor's Rates and Prices, as set out in Schedule 2 of this Contract, and being the price the Employer will pay the Contractor upon the satisfactory completion of the Order or any particular item of Work in the Order.

Article 11 – Works undertaken prior to the date of this Contract

Any services and/or works in connection with the subject matter of this Contract that have been undertaken by the Contractor prior to the date of this Contract shall be deemed to have been undertaken in every way as if such services and/or works were undertaken under the terms of this Contract.

Article 12 – Additional Sites

The Employer reserves the right to vary the scope of the Works (whether this includes the addition or omission of Sites or groups of Sites) as is deemed appropriate. Any Orders completed in respect of additional Sites shall be charged at the Contractor's Rates and Prices.

Article 13 – Collaborative Approach

The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each Party shall support collaborative behaviour and address behaviour which is not collaborative.

Conditions

Section 1A Definitions and Interpretation

Definitions

1A.1 Unless the context otherwise requires or this Contract specifically provides otherwise, the following words and phrases, where they appear in capitalised form in this Contract shall have the same meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
British Standards:	documentation that sets out a technical specification or other precise criteria for materials, products, systems and services. British Standards can indicate that materials and products meet a certain safety or environmental standard.
Confidential Information:	any information concerning, comprising or relating to the business affairs of the other Party, this contract and all related documents, and personal information or details in respect of any employee of either Party, or any tenant or any resident of the Employer.
Contract Period	as set out in Article 3.
Contractor's Persons:	the Contractor's employees, agents and sub-contractors and all other persons employed or engaged in the execution of Orders or any part of them.
Contractor's Rates or Prices:	the rates and prices as set out in Schedule 2 or any other bespoke pricing arrangement as may be agreed by the Parties.
Core Group:	the Contract Administrator and one member of senior management that may be appointed from time to time by the Employer and the Contractor's senior day to day manager of the Contract.
[Defect Rectification Period:	<ul style="list-style-type: none">- tier 1 - Where the Employer's post inspection finds a defective item which is immediately dangerous the defect is to be attended to and

made safe by the Contractor within 2 hours and remedied on the same Working Day as notified by the Employer and within the timeframe(s) set out by the Employer;

- tier 2 - Where the Contractor is notified of a defect of an emergency nature it must be attended to and made safe by the Contractor within 2 hours and remedied within 2 Working Days or such other period specified by the Employer;
- tier 3 - Where the Contractor is notified of a defect of a non-urgent nature, it must be rectified within 5 calendar days.]⁵

Employer: the person named as Employer in this Contract and its permitted assignees under this Contract.

Environmental Laws: any law, statute, statutory instrument or legislation of the European Union having effect in the United Kingdom, or circulars, guidance notes and the like issued by the United Kingdom Government or relevant regulatory agencies relating to the protection or pollution of the environment (within the meaning of the Environmental Protection Act 1990).

Hazardous Substances: any substances which are capable of carrying harm to any person or any other living organisms supported by the environment (within the meaning of the Environmental Protection Act 1990).

KPI or Key Performance Indicator: a Key Performance Indicator by which the Contractor's performance of the Works is measured as set out in Schedule 1 (*Specification*).

Order: the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Employer, including any Variation thereto.

⁵ To be considered on a case by case basis

Order Completion Date:	see clause 1.7.
Order Price:	the price payable for the Works in an Order.
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
Proprietary Material:	all drawings, details, plans, specifications, schedules, reports, calculations and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Contractor in connection with this Contract and/or any Order.
Schedule of Rates:	Schedule 2 (<i>Schedule of Rates</i>) setting out the Contractor's Rates and Prices in respect of the Works.
[Self-Authorised Variation:	extra/varied work carried out in connection with an Order and which increases the Order Price by no more than the value indicated by Clause 2.3.2 as not requiring the prior approval of the Employer under Clause 2.3.2 ("Self-Authorised Variation"), save that any variation required to a Self-Authorised Variation which will or has the potential to increase the scope of works and the Order Price will require the prior approval of the Employer.] ⁶
Site(s):	the sites or properties within the sites set out in Schedule 1 (<i>Specification</i>).
Specification:	the Specification for the works as set out at Schedule 1.
Statutory Requirements:	any requirements imposed by: <ul style="list-style-type: none"> (a) any Act of Parliament; (b) any instrument, rule or order made under any Act of Parliament; (c) any regulation or byelaw of any local authority, statutory undertaker or other body which has jurisdiction with regard to the Orders;

⁶ To consider if applicable on a case by case basis. See clause 2.3.2.

- (d) the British Standards; or
- (e) any building regulation approval or other consent or approval required for the execution of the Orders.

Variation: any variation to an Order authorised by the Employer, as more particularly set out in clause 2.3.

Working Days: a day which is not a Saturday, Sunday, Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

Works: any works carried out under this Contract, as more particularly described in the Specification.

Section 1

Carrying out Work

Contractor's obligations

- 1.1 .1 All Orders shall be carried out in accordance with the terms of this Contract, the requirements of the Specification and the Statutory Requirements and on receipt of an Order the Contractor shall:
- .1 to the extent that the Order includes any design to be carried out by the Contractor, use all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor who is experienced in carrying out work and preparing design of a similar scope, nature and complexity and size to the Order;
 - .2 undertake, carry out and complete the Order in a proper and workmanlike manner and fully in accordance with the requirements of the Specification (including any performance specification contained therein), the Schedule of Rates, any instructions of the Contractor and all Statutory Requirements and the Contractor shall give all notices required by the Statutory Requirements;
 - .3 to the extent that the Order contains any design, the Contractor shall be responsible for carrying out and completing the entire design for the Order; and
 - .4 take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements.
- .2 The Contractor shall not use, generate, dispose of or transport to any Site, Hazardous Substances otherwise than in accordance with Environmental Laws.
- .3 To the extent the standard of any Works has not been specified in this Contract, the Contractor must agree the relevant standard for the Works in writing with the Employer prior to their execution and the Contractor warrants that in carrying out the Works it will consistently achieve the KPI targets in respect of the Key Performance Indicators set out at Schedule 1 to this Contract.
- .4 All materials used and goods installed in the Works must:
- .1 comply with all quality standards in respect of those materials and goods including, for the avoidance of doubt, any legal requirements, British Standards, codes of practice, manufacturer's instructions or any other such applicable standard in force at the time the materials or goods are being specified or used;

- .2 be to the standards specified in the Specification;
- .3 be to the reasonable satisfaction of the Employer; and
- .4 be installed according to the manufacturer's instructions. To the extent the Contractor considers that an alternative method of installation is required in respect of any part of the product, it shall seek the Contract Administrator's prior written approval. Any approval given by the Contract Administrator shall not diminish or relieve the Contractor from any of his obligations or liabilities in respect of ensuring that that the products are correctly and properly installed. The Contractor shall remain fully responsible for the installation of all products.

Materials, goods and workmanship

- 1.2 .1 The Contractor in carrying out each Order shall not specify or use materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used, and the Contractor shall use materials, goods and workmanship of the quality and standards specified in the Order, or if not so specified, of the quality and standard to be expected of a Contractor experienced in works of a like nature to the Works set out in the Order.
- .2 The Contractor warrants to the Employer that he has not specified and will not specify for use nor use in carrying out each Order any substance and/or material which is not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK construction industry to be deleterious to health and safety or the durability of the Works in the particular circumstances in which it is used or which is not used in accordance with the guidance contained in the publication "Good Practice in the Selection of Construction Materials" 2011) Ove Arup & Partners.
- .3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order, the quality of materials or goods or standards of workmanship shall be to the satisfaction of the Employer. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standards or any other standard that may be applicable.
- .4 For the purposes of carrying out each Order the Contractor shall:
 - .1 provide all the labour, materials and goods necessary;
 - .2 provide the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of his workmen and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;

- .3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare, and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

Orders - completion

- 1.3 Each Order shall state a commencement date and a date for its completion. The Contractor shall ensure that all of the Work covered by and included in the Order shall be completed in full by the date for its completion specified in the Order.

Divergences

- 1.4 .1 If the Contractor becomes aware of any divergence between the Statutory Requirements or the Specification or an Order or a Variation or any other Contract document, he shall immediately give to the Employer a written notice specifying the divergence. The notification of any divergence shall not give rise to any additional time or loss and expense.
- .2 The Employer shall issue an instruction in circumstances where it considers such discrepant item(s) is to be corrected. The Employer shall, acting reasonably, consider whether the Contractor is entitled to any additional time or money as a result of such instruction.

Fees or charges

- 1.5 The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the Schedule of Rates.

Extension of time

- 1.6 If, at any time during the course of completing an Order, the Contractor shall establish that the progress of the Works under an Order shall have been effected by reason of:
 - .1 acts of nature beyond the Contractor's control;
 - .2 a Variation; or
 - .3 any other reasons beyond the Contractor's control which could not have been reasonably foreseen by the Contractor upon entering into this Contract;

the Employer may allow such extension of time as is fair and reasonable in the circumstances upon written application by the Contractor to the Employer, provided always that such application is made immediately after the Contractor is aware that such delay has or might occur (which written application shall include any documentation the Contractor may wish to provide in support of or justifying its application and the

Contractor's assessment of the extension of time it seeks). To the extent that any extension of time is granted a revised date for completion for the Order shall be fixed by the Employer and notified to the Contractor. For the avoidance of doubt, there shall be no increase in any Order Price in the event an extension of time has been granted, save for where an increase in the Order Price has been agreed pursuant to a Variation.

Order Completion Date

- 1.7 .1 Within 24 hours of completion of an Order the Contractor shall notify the Employer of the date when in his opinion an Order has been completed in accordance with this Contract. If the Employer does not dissent by notice pursuant to clause 1.7.2 within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed in accordance with this Contract (**the 'Order Completion Date'**).
- .2 If the Employer dissents then it shall notify the Contractor accordingly within 14 days of receipt of the Contractor's notice pursuant to clause 1.7.1 setting out its reasons for why it dissents, what reasonable actions it requires the Contractor to undertake to complete the Order and the time by which it requires such actions to be completed.
- .3 The Contractor shall within 7 days of receipt of a notice received pursuant to clause 1.7.2 accept the Employer's position and complete the Order within the time required. The Contractor shall not be entitled to any loss and expense it incurs in complying with this clause.
- .4 As soon as the Employer is satisfied that the Order has been duly completed, he shall as soon as reasonably practicable notify the Contractor and the Order Completion Date shall be the date stated in the Employer's notice.
- .5 If the Contractor does not accept the Employer's proposals pursuant to clause 1.7.2 or fails to undertake the works within the time required then the Employer shall be entitled to employ a third party contractor to undertake such works. In such circumstances, the cost of such works shall be set off against any sums due to the Contractor under this Contract or shall otherwise be recovered as a debt.

Defects

- 1.8 .1 On or before issuing such notification in accordance with clauses 1.7.1, 1.7.2, 1.7.4 or within a reasonable time thereafter, the Employer may deliver to the Contractor as an instruction of the Employer a schedule of defects, shrinkages, faults or any incomplete items of Work outstanding at the Order Completion Date which he requires to be completed or made good forthwith following the Order Completion Date. Those defects, shrinkages or other faults as notified to the Contractor and any defects, shrinkages or faults which appear within 12 months of the Order Completion Date (or if the defect relates to materials, goods, a part or component for which the manufacturer or supplier provides a warranty for a longer

period than that stated in which case the longer period shall apply) and which are due to materials or workmanship not being in accordance with this Contract shall be made good by the Contractor at no cost to the Employer within the relevant Defect Rectification Period, as notified by the Employer to the Contractor, or such other period as may be agreed between the Parties.

- .2 If the Contractor fails to rectify the defects notified to it pursuant to clause 1.8.1 within the Defects Rectification Period (or such other timeframe as may be agreed between the Parties), the Employer may instruct an alternative contractor to carry out the required works, and the cost of such works shall be set off against any sums owed to the Contractor or shall otherwise be recovered as a debt.
- .3 The Employer shall be entitled to instruct an alternative contractor to rectify any defects, shrinkages or faults or incomplete items of Work, and if the Employer does so otherwise instruct then an appropriate deduction in respect of any such defects, shrinkages, faults and incomplete items of Work not made good or completed shall be made from any sums owing to the Contractor.

Instruction to complete Orders or make good defects

- 1.9 .1 In the event that the Contractor fails to complete an Order by its stated date for completion, the Employer may, without prejudice to any other rights the Employer may have, instruct the Contractor to either:
 - .1 complete the incomplete Order within a period of 48 hours or such other period as the Employer may prescribe; or
 - .2 not to undertake the Order at all and may instruct an alternative contractor to complete the Order in accordance with Clause 1.10.
- .2 If the Contractor fails to make good any defects in accordance with clause 1.8, the Employer may instruct the Contractor to either:
 - .1 make good any defect that has not been made good in accordance with clause 1.8 within a period of 48 hours or such other period as the Employer may prescribe; or
 - .2 not to undertake the making good of any defects and instruct an alternative contractor to complete the Work in accordance with Clause 1.10.

Completion of Orders by an alternative contractor

- 1.10 .1 The Employer may arrange for an alternative contractor to undertake any Works if the Contractor:
 - .1 refuses to accept an Order for those Works;
 - .2 cannot be contacted by the Employer or the Contract Administrator, despite the Employer or the Contract Administrator having made reasonable efforts to do so;

- .3 fails to make good any defect, shrinkage, fault or incomplete item of Work in accordance with clause 1.8 or 1.9;
 - .4 fails to complete an Order by the completion date set out in the Order, or any extended period agreed by the Employer under clause 1.6 or in accordance with clause 1.9.1.1;
 - .5 fails to complete an Order in accordance with the Specification or any other express requirement of this Contract.
- .2 Where the Employer engages an alternative contractor to undertake Works pursuant to Clause 1.10.1, the Employer may recover from the Contractor:
- a) any additional costs of having those Works done by another contractor (either compared to the amount that would have been paid to the Contractor for that Order or, where the Works required are to rectify a defect, shrinkage or fault or carry out an incomplete item of Work, in addition to the amount paid to the Contractor); and
 - b) an administrative fee, which will be set at 15% of the value of the Order.

Section 2 Control of Work

Assignment

- 2.1 The Employer may assign or otherwise transfer its interest under this Contract or the benefit hereof at any time without the consent of the Contractor. The Contractor shall not assign or otherwise transfer its interest under this Contract without the prior written consent of the Employer.

Access to the Site

- 2.2 .1 Access to each Site shall be arranged by the Contractor and in accordance with the instructions of the Employer. The Contractor shall ensure suitable and secure hoarding is in place when undertaking Works at any Site (where required).
- .2 If the Contractor is unable to gain access to the Site in accordance with the Employer's instructions he shall forthwith notify the Employer.
- .3 The Contractor will not conduct any activities and operations in any areas of the Site not authorised by the Employer and will confine its activities and operations to the areas authorised by the Employer.

Variations

- 2.3 .1 The Employer may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.
- .2 [The Contractor shall not make any alteration in, addition to or omission from the Work and/or supply of materials comprised in any Order except as required under clause 2.3.1 or in respect of a Self-Authorised Variation. Self-Authorised Variations shall not require the prior approval of the Employer provided always that any Works undertaken by way of a Self-Authorised Variation comply with the terms of this Contract, are necessary and are clearly within the scope of the Works set out in the Order. The amount of the Self-Authorised Variation shall be no greater than £[] plus VAT or such other sum as may be notified to the Contractor by the Employer from time to time. The Contractor shall only be entitled to make one Self-Authorised Variation per Order, and any further Self-Authorised Variation shall not be made without the prior approval of the Employer. The Contractor acknowledges that if it proceeds with a further Self-Authorised Variation without the prior approval of the Employer any additional costs incurred will be at the Contractor's risk.]⁷
- .3 Where the Contractor requests a Variation to any Order or where the Employer seeks to instruct a Variation in respect of an Order or where the Employer requires the Contractor to undertake Works (where such varied work or Works is not listed in the Schedule of Rates or is part of a bespoke pricing arrangement), the Employer may require the Contractor to provide a quotation setting out the consequences (in terms of both time and cost) of that instruction being given, or at the request of the Employer provide more than one quotation.
- .4 Where requested by the Employer under clause 2.3.3, the Contractor must provide the quotation or quotations to the Employer:
- .1 within any period specified by the Employer; or
 - .2 if the Employer does not specify any period, within 5 (five) Working Days of the request.
- .5 Each quotation must set out the consequences of the instruction being given in terms of both time and cost and provide a breakdown of cost, measurements, photographic evidence and any other information requested by the Employer to substantiate the varied work or any other Works being required.
- .6 On receipt of a quotation under clause 2.3.5, the Employer may:
- .1 issue an instruction to proceed in the form of an Order;

⁷ If Self-Authorised Variations will not be applicable under this Contract, delete wording and mark as "Not Used." Do not delete the numbering as this will have an impact on the remainder of the clause.

- .2 ask for a revised quotation or request additional information, in which case clauses 2.3.3 to 2.3.5 are to apply to that request; or
 - .3 inform the Contractor that the instruction is not being proceeded with.
- .7 If the Employer does not issue an instruction under clause 2.3.6 within 15 (fifteen) Working Days of the date the quotation(s) are provided (or such longer or shorter period as the Contractor agrees with the Employer) the quotation(s) shall be considered invalid.
- .8 Where an Order is not issued by the Employer pursuant to clause 2.3.3 to 2.3.6, the Contractor shall not have any entitlement to loss and/or expense, indirect or direct loss of profit or any other consequential losses.

Cancellation of an Order

- 2.4 The Employer shall be entitled to cancel any Order at any stage. In the event the Contractor has carried out any Works pursuant to an Order that is terminated, the Contractor shall be entitled to the costs it has reasonably incurred in carrying out the Works (assuming at all material times that such works comply with the terms of this Contract) but shall not be entitled to any anticipated or actual loss of profit or any other consequential losses whatsoever.

Exclusion from the Site

- 2.5 The Employer may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from any Site of any person employed by the Contractor. The Contractor shall then ensure that such person is excluded from the Site immediately.

Non-compliance with instructions

- 2.6 If within 5 days after receipt of a notice from the Employer requiring compliance with an instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

Complaints Handling

- 2.7 The Contractor must report any complaints received in relation to or in connection with the Works to the Contract Administrator within 24 hours of becoming aware of the complaint. The report to the Employer must contain sufficient details of the complaint and contact details of the Contractor's operatives who initially received the complaint and the subject matter of the complaint.

Section 3 Payment

- 3.1 All applications for payment under this Contract shall:
- .1 set out the Order number/reference (job ticket number);
 - .2 set out the relevant Sites where the Works were carried out;
 - .3 set out a brief but sufficiently detailed description of the Works carried out for each Site;
 - .4 set out the precise dates on which the Works were commenced and completed in respect of each Site;
 - .5 include photographic evidence clearly showing the Works that have been completed[, including each Self-Authorised Variation]⁸;
 - .6 provide evidence of good title in goods that have been secured to any part of the Site as part of completing the Order, which shall include invoices, receipts and vouchers in respect of such goods;
 - .7 be in accordance with the Contractor's Rates and Prices included in the Schedule of Rates; and
 - .8 provide any other information or documents which the Employer has given notice to the Contractor that it considers is necessary in its reasonable opinion to approve payment.

VAT

- 3.2 Sums certified for payment are 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 provided a valid VAT invoice has been submitted by the Contractor.

Payment

- 3.3
- .1 **No later than 5 days after the end of each calendar month**, the Contractor shall submit to the Employer a single application for payment in respect of each type of completed Work that payment is applied for.
 - .2 The application for payment shall:
 - a) contain a detailed breakdown of the sums the Contractor considers is due in respect of each and every relevant type of Work completed with reference to the Schedule of Rates;
 - b) clearly identify and separate each type of Work;

⁸ Delete if Self-Authorised Variations will not be applicable.

- c) be supported with all the documentation required and set out within clause 3.1, the Schedule of Rates and any specific requirement of this Contract or the Employer;
- d) only seek payment in respect of completed Works that are not defective.

By submitting a payment application, the Contractor is representing that all Works set out within the application for payment have been completed in accordance with the requirements of this Contract.

- .3 The **due date for payment** shall be 14 days from the date of receipt of the application for payment.
- .4 No later than 5 days after the due date for payment the Employer shall provide the Contractor with a payment notice setting out the sum that the Employer considers to be or to have been due at the due date for payment and the basis on which that sum is calculated. A payment notice shall be issued by the Employer even where the sum due to the Contractor in respect of any application for payment is considered to be £NIL. The Employer shall be entitled to rely on the Contractor's failure to fully or partly comply with the requirements of clause 3.1 and/or 3.3.2 as the basis upon calculating the sum considered due for payment at the due date.
- .5 The **final date for payment** shall be 21 days from the due date for payment, subject to the Employer receiving a VAT invoice in respect of each application for payment from the Contractor, for the sum set out in the Employer's payment notice under clause 3.3.5, no later five days following receipt of the payment notice. Where the Contractor fails to provide its VAT invoice within the timeframe set out herein, the final date for payment shall be postponed by the same number of days as the Contractor is in delay in providing an invoice, as indicated by the delayed or later date of the invoice.
- .6 Subject to clause 3.3.8 and unless the Employer has served notice under clause 3.3.7, the Employer shall pay the sum certified pursuant to clause 3.3.4 (or if a payment notice has not been served under clause 3.3.4) the sum set out in the application for payment under clause 3.3.1) on or before the final date for payment of each application for payment or invoice.
- .7 The Employer may issue a **pay less notice** no later than 2 days before the final date for payment. Such pay less notice shall specify the sum the Employer considers is due to the Contractor at the date of the notice and the basis upon which such sum has been calculated. A pay less notice shall be issued by the Employer even where the sum due to the Contractor in respect of any application for payment is considered to be £NIL.
- .8 If the Contractor is subject to or purports to be subject to any of the events set out in clause 6.1.2, no further sums shall become due for payment to the Contractor.
- .9 Any payments that are due to the Contractor shall be subject to the Employer's rights of set off without limitation. The Employer may at

any time direct the Contractor to provide invoices in numbered batches and on particular dates if so required.

Final Account

- 3.4 .1 The Contractor must submit a final application for payment to the Employer within 35 days after the expiry of the Contract Period or earlier termination.
- .2 Within the final application for payment the Contractor must provide such information as required by the Employer, including all the information required by clause 3.1 and 3.3.2, and if such documentation is not provided the final application for payment will not be valid and will be rejected accordingly.
- .3 The Employer must issue the final account to the Contractor indicating the amount due to the Contractor or due to the Employer as the case may be within 40 days of receipt of the final application for payment.
- .4 If the Contractor does not submit its final application for payment and other documentation as required by this clause 3.4 the Employer may calculate all amounts that are to be included in the final account based on the information the Employer has available at that time.
- .5 Within 20 days of receipt of the final account under clause 3.4.3, the Contractor must sign and return a copy of the final account to the Employer. By doing so, the Contractor accepts that the stated amount to be paid will be in full and final settlement of all amounts due to the Contractor under this Contract and that no further payment will be due to the Contractor.
- .6 Following signature of the final account the Contractor must issue an invoice within 10 days.
- .7 An invoice will not be a valid invoice under clause 3.4.6 unless:
 - .1 all conditions precedent to payment becoming due in relation to the final valuation to which it relates have been satisfied;
 - .2 it is for the amount due as set out in the final account.
- .8 Provided the invoice complies with clause 3.4.7, the date of the invoice submitted by the Contractor is the due date for payment of the amount stated in the final account.
- .9 The final date for payment shall be 30 days from the due date for payment.
- .10 The Employer may issue a pay less notice no later than 2 days prior to the final date for payment setting out the sums it considers due and the basis upon which such sums have been calculated. A pay less notice shall be issued by the Employer even where the sum due to the Contractor is considered to be £NIL.

Contractor's right of suspension

- 3.5 .1 Without affecting the Contractor's other rights and remedies, if the Employer fails to pay the Contractor the sum payable in accordance with section 3 by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer of his intention to suspend the performance of his obligations under this Contract and the ground or grounds on which it is intended to suspend performance, the Contractor may suspend performance of any or all of those obligations until payment is made in full.

[Inflation]

- 3.6 The Contractor's Prices shall remain fixed for the **first [] months following the commencement of the Contract Period**. Thereafter any adjustment to the Contractor's Prices may be considered by the Employer on the [] anniversary of the Contract Period and each anniversary date thereafter ("Inflation Date") by the adjusted increase or decrease to the Contractor's Prices in accordance with the Consumer Price Index ("CPI").
- 3.7 The period of measurement for any fluctuation to the Contractor's Prices shall be [XXXXX] prior to the Inflation Date and the corresponding index figure from the [XXXXX] of the preceding year and so forth for subsequent years.
- 3.8 If the Contractor requires an adjustment to the Contractor's Prices to address an adjustment in the CPI then it shall provide the Contract Administrator with a written request no later than 8 weeks and no earlier than 12 weeks prior to the Inflation Date and provide the basis for calculating the adjustment.
- 3.9 Upon receipt of this written request and supporting calculation the Contract Administrator shall ascertain the increase or decrease applicable to the Contractor's Prices and shall provide written notice of that calculation as soon as reasonably practicable prior to the Inflation Date.
- 3.10 Following the Contract Administrator's assessment pursuant to clause 3.9, any adjustment to the Contractor's Prices that are agreed by the Employer shall apply in respect of all Works ordered by the Employer after the Inflation Date. For the avoidance of doubt, the Employer does not have an obligation to agree any adjustment to the Contractor's Prices or any revised rates.
- 3.11 In the event the Contractor fails to provide the written request in accordance with clause 3.8, then it shall be at the Employer's discretion as to whether any adjustment is made for that particular year in accordance with this clause 5.6.]⁹

⁹ Wording to be considered on a case by case basis where the rates are NOT fixed for the duration of the Contract Period. If the rates are fixed for the Contract Period, delete the wording and numbering in brackets.

Section 4

Injury, Damages and Insurance

Liability of Contractor- personal injury or death

- 4.1 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 the death of any person arising out of or in the course of or caused by the carrying out of an Order or of any obligation pursuant to this Contract except to the extent that the same is due to any act or neglect of the Employer or any of its representatives.

Liability of Contractor- injury or damage to property; nuisance

- 4.2 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order or of any obligation pursuant to this Contract and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or of any of the Contractor's Persons. The Contractor shall at all times prevent any public or private nuisance (including without limitation any such nuisance caused by noisy working operations or the deposit of any materials or debris on the public highway or in the immediate vicinity of any Site) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of an Order or of any obligation pursuant to this Contract and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract.

Contractor's insurance of his liability

- 4.3 .1 The Contractor shall be required to take out and maintain the levels and types of insurance as are required by and notified to it by the Employer, including insurance for the risks set out in clauses 4.1 and 4.2, which shall be a minimum sum of £[] ([] million pounds) in respect of employers' liability insurance for any one claim and £[] ([] million pounds)¹⁰ in respect of public liability insurance for any one claim. Such insurance shall be maintained until the expiry of the Contract Period or earlier termination of this Contract. [The Contractor shall also maintain professional indemnity insurance in the sum of £[] ([] million pounds) for each and every claim for a period no less than

¹⁰ Required levels of Public Liability and Employer's Liability Insurance to be included. Employer's Liability Insurance must be a minimum of £5m by law.

12 years following the expiry of the Contract Period or earlier termination of this Contract.]¹¹

- .2 The Contractor shall provide the Employer with evidence of such insurance being in place as and when requested.

Contractor's liability

- 4.4 The Contractor shall reimburse and shall continue to reimburse the Employer against all losses, damages, claims, actions and demands whatsoever and howsoever arising which may at any time be made or incurred in respect of the injury to or death of any persons or loss or destruction of or damage to any property and any other claims, liabilities, loss and/or damage arising from or in connection with the Contract or any defect in the Works or any breach by the Contractor of any of the terms of the Contract which arise out of the acts, defaults or omissions of the Contractor, its sub-contractors, staff, agents or employees be these wilful, negligent or otherwise and against all claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever suffered or incurred in respect thereof or in relation thereto.

Section 5

Break Provision

Break notice

- 5.1 The Employer has the right to bring the Contract to an end or reduce the Contract Period by giving not less than 3 months' notice to the Contractor. For the avoidance of doubt, in the event of the Employer exercising this right under clause 5.1, it shall not be liable for any direct or indirect loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of taking such action.

Existing and subsequent Orders

- 5.2 On receipt by the Contractor of notice under clause 5.1 the Contractor shall not, unless otherwise agreed between him and the Employer, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of his obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that he otherwise accepts.

¹¹ Include requirement for PI if Contractor is providing design.

Section 6 Terminations for Default etc.

- 6.1 Without prejudice to any rights that the Parties have accrued under this Contract or any of their respective remedies, obligations or liabilities either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:
 - .1 the other Party commits a material breach of this Contract and (if such breach is remediable) fails to remedy that breach within a period of twenty one (21) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - .2 the other Party ceases, or threatens to cease, to carry on its business, becomes insolvent, or has a liquidator, trustee in bankruptcy, receiver, manager, administrator or administrative receiver appointed in respect of its assets, or suffers any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident.
- 6.2 Without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, the Employer may terminate all or any part of this Contract forthwith by written notice to the Contractor:
 - .1 if the Contractor without reasonable cause fails to proceed diligently with any part of the Works or any Order or wholly or substantially suspends the carrying out of the same;
 - .2 if the Contractor fails to comply with its obligations under Article 4;
 - .3 if the Contractor fails to maintain and provide evidence of insurance pursuant to the requirements of clause 4.3; or
 - .4 in accordance with Article 8.7.

Consequences of Termination

- 6.3 Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect.
- 6.4 Termination of this Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination.
- 6.5 Without prejudice to the remaining provisions of this Section 6, the Parties shall continue to perform their obligations under this Contract, notwithstanding the service by either Party of a termination notice, until such time as such termination becomes effective (if later than the time of service of such notice).
- 6.6 In the event of termination or expiry of this Contract (or part thereof) for whatever reason the following provisions shall apply:

- .1 the Employer shall not be liable to the Contractor for any loss of profits, loss of contracts or other costs, losses and/or expenses incurred by the Contractor as a result of or in connection with such termination or expiry;
 - .2 the Contractor shall (at its own expense) work with any replacement contractor and shall provide all reasonable assistance to the Employer to ensure a smooth and comprehensive handover to the replacement contractor. For the avoidance of doubt and unless otherwise agreed in writing, the Contractor shall not be entitled to charge for any services provided by it in discharging its obligations under this clause 6.6.2;
 - .3 the Contractor shall promptly (and in any event within twenty (20) days of the date of termination or expiry of this Contract) deliver to the Employer in an orderly manner all documentation which it has prepared or received in connection with the subject matter of this Contract and any Order (including all Proprietary Material); and
 - .4 the Contractor shall forthwith deliver to the Employer any keys and security passes and IDs used in connection with the Works;
- 6.7 If this Contract is terminated in whole or in part by the Employer pursuant to clause 6.1 or 6.2, then:
- .1 the Employer shall cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's appointment (and/or resulting from or arising out of any breach of this Contract by the Contractor) shall have been calculated and such calculation shows a net sum or sums due to the Contractor (in which event clauses 6.7.4 and 6.7.5 will apply);
 - .2 the Employer shall be entitled to repossess any of its materials, equipment or other goods loaned or hired to the Contractor if applicable and to exercise a lien over any of the materials, equipment or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Employer;
 - .3 the Employer shall be entitled to employ and pay other persons to provide and complete Orders that remain incomplete or defective;
 - .4 the Employer shall be entitled to deduct from any sum or sums which would have been due from the Employer to the Contractor under this Contract or be entitled to recover the same from the Contractor as a debt and any loss or damage to the Employer resulting from or arising out of the termination of the Contractor's appointment. Such loss or damage shall include the reasonable cost to the Employer of the time spent by its officers in terminating the Contractor's appointment and in making alternative arrangements for completing incomplete or defective items of Works; and
 - .5 when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's appointment has been calculated and deducted so far as practicable from any sum or sums which have been due to the Contractor any balance shown as due to the Employer shall be recoverable as a debt or alternatively the Employer shall pay to the Contractor any balance

shown as due to the Contractor after the exercise of this right of set off.

Section 7 Collateral Warranties

7. Within 14 days of a written request the Contractor shall provide the Employer with an executed collateral warranty, in a form acceptable to the Employer, from any sub-contractor it has appointed to carry out any part of the Works. The Employer shall be entitled to withhold payment of sums due should the Contractor fail to comply with this clause.

Section 8 Copyright Licence

8. The copyright in the Proprietary Material shall remain vested in the Contractor, but the Contractor grants to the Employer an irrevocable, royalty-free and non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with this Contract and/or any Order and/or any property at the Sites, including (without limitation) the execution, completion, maintenance, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of any Works carried out under this Contract and/or any Order and in respect of any property at any Site. This licence shall carry the right to grant sub-licences and shall be transferable to third parties.

Section 9 Confidential Information

- 9.1 During the term of this Contract and after its expiry or termination for any reason, each of the Parties undertakes to the other to keep the Confidential Information confidential, except to the extent that:
 - .1 the Confidential Information was already lawfully known, or became lawfully known to the relevant Party independently;
 - .2 the Confidential Information is in or comes into the public domain other than due to wrongful use or disclosure by the relevant Party;
 - .3 disclosure or use is necessary by the relevant Party in connection with entry into this deed or for the proper and effective performance of his obligations under this deed (including disclosure by either party to his insurers and professional advisers); or

- .4 disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign).

Section 10 Safeguarding

- 10.1 The Contractor shall ensure that it has in place a policy that provides that no Works are to be carried out unless an adult is present within each property at each Site. Should only a minor be present the Contractor must refuse to enter the property.
- 10.2 The Contractor shall provide the Contractor with a copy of its safeguarding policy if requested to do so on the execution of this Contract and shall comply with the Employer's policy on safeguarding.

Section 11 Data Protection, Modern Slavery and Anti-Bribery

- 11.1 The Parties shall ensure that they shall at all times during the Contract Period comply with the provisions and obligations imposed by the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation (EU) 2016/679 ("GDPR"). The Employer shall act as Controller and the Contractor shall act as Processor, as defined in the GDPR.
- 11.2 The Contractor shall (and shall procure compliance by its sub-contractors and suppliers as appropriate), at its own cost, comply with its obligations under the Modern Slavery Act 2015.
- 11.3 The Contractor shall and shall procure that any of its officers, employees, agents, advisers, suppliers, sub-contractors, service providers or other persons associated with it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption and for this purpose the Bribery Act 2010.
- 11.4 The Contractor shall indemnify the Employer and keep the Employer indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of its breach of clause 11.1, 11.2 or 11.3.

Section 12

Notification by Contractor of claims

- 12.1 The Contractor shall immediately upon becoming aware of the same or the likelihood of the same notify the Contract Administrator and appropriate insurance companies of any:-
 - .1 accident involving a member of the public on the Site or within the vicinity of the Site or an employee of the Contractor or any sub-contractor;
 - .2 damage caused by the Contractor or any sub-contractor or any of their employees;
 - .3 breach of any relevant statutory provision by the Contractor or any of their employees;
 - .4 investigation, enquiry or adverse report or comment by the Health and Safety Executive or any successor or comparable agency in relation to the Contractor;
 - .5 any legal proceedings notified to or commenced against the Contractor in relation to any event or occurrence on the Site; and
 - .6 any enforcement action of whatever nature notified to or commenced against the Contractor;
 - .7 any other matter which may in the Contractor's opinion result in any claim of whatever nature against the Employer or which might reasonably be expected to damage public confidence in the Employer or adversely affect the Employer's reputation.
- 12.2 If requested to do so by the Employer, the Contractor shall provide the Employer with any relevant information in connection with any of the matters referred to in clause 12 or any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in any such inquiry or proceedings or hearing.

Section 13

Contractor's Staff

- 13.1 The Contractor shall ensure that its staff, servants and agents carrying out any Works under the Contract shall confine themselves to the locality of their work, cause as little interference as possible to the Employer's residents and ensure that all Works are carried out with the least possible inconvenience to occupants of dwellings, premises and residents and occupiers of adjoining premises taking into account any special needs of such persons or any cultural sensitivities.

- 13.2 At the commencement of the Contract Period, the Contractor shall notify the Employer of the person responsible for the day to day management of this Contract on behalf of the Contractor and all other operatives that will be engaged on the Contract. The Contractor shall not remove any personnel engaged on this Contract without the prior written approval of the Employer. The Employer may require the removal of any personnel in circumstances where it reasonably considers the performance of any such individual falls below satisfactory standards (provided such request is not vexatious or unreasonable). Any replacement shall be subject to the prior written approval of the Employer (such approval not to be unreasonably withheld or delayed).

Section 14 Security

- 14.1 Prior to the commencement of the Contract Period the Contractor shall provide the Employer, for the Employer's prior approval, a copy identification badge ("ID's") that it intends to provide to the Contractor's Persons who will be undertaken Works on Site.
- 14.2 The Contractor shall issue ID's to all of its personnel who shall at any time have access to any Site.
- 14.3 The Contractor shall ensure that the Contractor's Persons shall at all times wear IDs when attending an appointment in respect of an Order and when undertaking the Works.
- 14.4 The Contractor shall ensure that the Contractor's Persons do not tamper with or damage the IDs and to the extent that a Contractor's Person loses an ID, it shall notify the Employer immediately.
- 14.5 The Contractor shall ensure that all ID's are returned to the Employer at the expiry of the Contract Period or any earlier termination.
- 14.6 The Contractor shall ensure that it or any Contractor's Person do not use the ID's for any purpose other than undertaking Works pursuant to this Contract.
- 14.7 The Contractor shall ensure that it or any Contractor's Person do not use the Employer's logo or branding, save for use of the logo and branding on the ID's (if applicable), without the Employer's prior written consent
- 14.8 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Contractor by the Employer and shall only permit such keys, passes and other means of access to be given to those of the Contractor's employees or agents whose names and addresses have been given to the Employer and then only to the extent required for the purpose of carrying out the Contractor's obligations under this Contract. In addition, the Contractor shall ensure that the Employer is informed immediately of the loss of any keys, passes and other means of access and shall reimburse the Employer any cost of replacement and/or any reasonable security measures implemented as a result of such loss.

Section 15

Co-operation with other contractors

- 15 The Contractor shall co-operate with all other constructors and contractors appointed by the Employer to undertake works and services in relation to each Site.

Section 16

Relief from obligations

Change in Law risk

- 16.1 Changes in the law are to be a Contractor's risk. The Contractor will not be entitled to claim any increase to the Order Price or additional payment under this Contract that results from a change in law.
- 16.2 Where a change in law was not foreseeable on the date of this Contract and has a significant impact on the Order Price, the Employer and Contractor may agree a change to the Order Price or an additional payment to reflect the Contractor's additional costs due to that change in law. Any increase to the Order Price shall be at the sole discretion of the Employer.

Section 17

General Provisions

Waiver and severability

- 17.1 .1 A failure by the Employer in enforcing any rights, powers or privileges under this Contract must not be construed as a waiver of that provision.
- .2 The single or partial exercise of any right, power or privilege under the Contract does not prevent any other exercise of that right, power or privilege or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise).
- .3 Any waiver of a breach of this Contract is not to be effective unless given in writing signed by the Party waiving its entitlement.
- .4 The receipt of money does not prevent the Party receiving it questioning the correctness of the amount or any other statement in respect of money.
- .5 If any term of this Contract is illegal, void or unenforceable the remainder of this Contract will continue in force as though that term had not been included in it.

Entire agreement

- 17.2 .1 Subject as provided in Clause 17.2.3, this Contract sets out the whole agreement between the Parties in relation to the Works. It supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.
- .2 Each Party warrants that it has not entered into this Contract in reliance on any representation made by the other except to the extent that such representation is expressly included in the Contract.
- .3 Nothing in this Clause 17.2 excludes any liability for fraudulent misrepresentation

Delivered as a deed on the date of this document.

Executed as a deed by **AFFIXING THE
COMMON SEAL of [Insert full name of
Employer]**

in the presence of:

Authorised Signatory [Company Seal]

Executed as a deed by **[Insert company
name of Contractor]**

acting by:

Director

Director/Secretary

SCHEDULE 1 – SPECIFICATION

SCHEDULE 2 – SCHEDULE OF RATES