



UKRI-2593 Roof renewal and Vertical Cladding Works at NOC Southampton
FORM OF AGREEMENT

THIS AGREEMENT is made the

BETWEEN

- (1) UK RESEARCH AND INNOVATION, a statutory corporation having its registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (hereinafter called the "**Client**"); and
- (2) ALL METAL ROOFING LIMITED, (~~company number 011459046~~) having its registered office at ~~Owlsfoot Business Centre, Sticklepath, Okehampton, EX20 2PA~~ (hereinafter called the "**Contractor**") *

(together being the "**Parties**" and each being a "**Party**")

WHEREAS

- (A) The *Client* wishes to engage the *Contractor* for the performance of the *works*, and the *Contractor* accepts such engagement, on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the *conditions of contract* hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, namely:
 - (1) this form of Agreement between the Parties; and
 - (2) the *conditions of contract* (being the conditions of the NEC Engineering and Construction Contract Fourth Edition June 2017, incorporating Main Option A (*priced contract with activity schedule*), as amended and supplemented by the Z clauses set out in the document entitled "Schedule of Additional Conditions of Contract amending the NEC Engineering and Construction Contract Fourth Edition June 2017, incorporating Main Option A" annexed hereto) and any documents incorporated by reference into such *conditions of contract* (as amended), including:
 - the Scope;
 - Contract Data Part one – Data provided by the *Client*;

* ALL METAL ROOFING LIMITED (COMPANY NUMBER 04987405) HAVING ITS REGISTERED OFFICE AT UNIT 1, MERIDIAN BUSINESS PARK, FLEMING ROAD, WALTHAM ABBEY, EN9 3BZ (HEREINAFTER CALLED "THE CONTRACTOR").



UK Research
and Innovation

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- (2) **ALL METAL ROOFING LIMITED**, (company number 011459046) having its registered office at Owlsfoot Business Centre, Sticklepath, Okehampton, EX20 2PA (hereinafter called the "**Contractor**")

(together being the "**Parties**" and each being a "**Party**")

WHEREAS

- (A) The *Client* wishes to engage the *Contractor* for the performance of the *works*, and the *Contractor* accepts such engagement, on the terms and conditions hereinafter appearing.

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1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the *conditions of contract* hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, namely:
 - (1) this form of Agreement between the Parties; and
 - (2) the *conditions of contract* (being the conditions of the NEC Engineering and Construction Contract Fourth Edition June 2017, incorporating Main Option A (*priced contract with activity schedule*), as amended and supplemented by the Z clauses set out in the document entitled "Schedule of Additional Conditions of Contract amending the NEC Engineering and Construction Contract Fourth Edition June 2017, incorporating Main Option A" annexed hereto) and any documents incorporated by reference into such *conditions of contract* (as amended), including:
 - the Scope;
 - Contract Data Part one – Data provided by the *Client*;

- Contract Data Part two – Data provided by the *Contractor*;
- the Site Information;
- the Activity Schedule; and
- the other Annexes to the conditions of contract

(and all references herein to “**the contract**” and “**this contract**” shall be construed accordingly).

3. In consideration of the payments to be made by the *Client* to the *Contractor* hereinafter mentioned, the *Contractor* hereby covenants with the *Client* to carry out and complete the *works* in conformity in all respects with the provisions of the contract.
4. The *Client* hereby covenants to pay to the *Contractor*, in consideration of its provision of the *works* in accordance with this contract, the amounts payable in accordance with the *conditions of contract* at the times and in the manner prescribed by the *conditions of contract*.
5. This contract may be executed in two or more counterparts, each of which, when executed, shall together constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS whereof this contract is executed by the Parties as a deed and delivered on the date stated at the beginning of this contract.

Executed as a deed by **UK RESEARCH AND INNOVATION (CLIENT)**

acting by **FOIA Section 40 Personal Information**

[NAME OF SIGNATORY]
one of its directors / members / authorised signatories
and

Please See Over

.....
[NAME OF SIGNATORY]
one of its directors / members / authorised signatories

FOIA Section 40 Personal Information

(sign)

Executed as a deed by **ALL METAL ROOFING LIMITED**

acting by **FOIA Section 40 Personal Information**

[NAME OF SIGNATORY]
one of its directors / members / authorised signatories

and **FOIA Section 40 Personal Information**

[NAME OF SIGNATORY]
one of its directors / members / authorised signatories

FOIA Section 40 Personal Information

(sign)

FOIA Section 40 Personal Information

(sign)

Executed as a DEED by
United Kingdom Research and Innovation

Acting by:

NAME FOIA Section 40 Personal Information ..

TITLE DEPUTY CFO

Is th FOIA Section 40 Personal Information

SIGNATURE OF AUTHORISED OFFICER



ANNEX 1

**SCHEDULE OF *ADDITIONAL CONDITIONS OF CONTRACT*
AMENDING THE NEC ENGINEERING AND CONSTRUCTION
CONTRACT, FOURTH EDITION JUNE 2017, INCORPORATING
MAIN OPTION A**

**ROOF RENEWAL WORKS AT THE NATIONAL
OCEANOGRAPHY CENTRE, EUROPEAN WAY,
SOUTHAMPTON, SO14 3ZH**

(see overleaf)

**Schedule of Additional Conditions of Contract amending
the NEC Engineering and Construction Contract Fourth
Edition June 2017, incorporating Main Option A**

This schedule of *additional conditions of contract* constitutes Secondary Option Z (*additional conditions of contract*) and the Z clauses set out below amend and supplement the provisions of the NEC Engineering and Construction Contract Fourth Edition June 2017, incorporating Main Option A (*priced contract with activity schedule*) (the “**NEC4 ECC Option A**”).

In the event of any conflict or ambiguity existing between any of the provisions of this schedule of *additional conditions of contract* and any of the published NEC4 ECC Option A provisions, the provisions of this schedule of *additional conditions of contract* shall prevail and take precedence.

Save where expressly stated to the contrary, references herein to numbered clauses and options are to the numbered clauses and options of the NEC4 ECC Option A.

Secondary Option Z (*additional conditions of contract*) (“Z clauses”)

Clause Z1: Amendments and additions to NEC4 ECC Option A

The Core Clauses of NEC4 ECC Option A are amended and supplemented as follows:

- Clause 11.2 In the first bullet point of the definition of **Completion** in clause 11.2(2):
- (2) (i) after “states is to be done” insert “and supplied to the *Client* all of the documents required by this contract to be supplied” and (ii) after “Completion Date” insert “(including all work necessary for the *Client* to use the works and for Others to do their own work)”.
- In the second bullet point of the definition of **Completion** in clause 11.2(2): delete “using the works” and substitute “fully using the works without impediment”.
- Clause 11.2
- (7) Delete the existing text of clause 11.2(7) and substitute the following:
- “(7) The **Defects Certificate** is either a list of the Defects which the *Contractor* finds before the *defects date* or which the *Supervisor* finds before the *defects date* and notifies to the *Contractor* in accordance with this contract, which the *Contractor* has not corrected or, if there are no such Defects, a written statement by the *Supervisor* that there are none.”
- Clause 11.2
- (32) Insert the following new definitions after clause 11.2(32) as new clauses 11.2(33) to 11.2(47):
- “(33) The **CDM Regulations** are the Construction (Design and Management) Regulations 2015 together with any related guidance or requirements issued from time to time by the Health and Safety Executive (and the expressions **Principal Contractor** and **Principal Designer** shall have the meanings respectively ascribed to them in the CDM Regulations).

- (34) **Consent** is any permission, consent, approval, certificate, permit, licence, order, statutory agreement or authorisation required by applicable law and all necessary consents and agreements from any third parties needed to carry out the *works* in accordance with this contract.
- (35) The **Contracting Authority** is United Kingdom Research and Innovation, a body corporate established pursuant to Part 3 of the Higher Education and Research Act 2017 and having its registered office at Polaris House, Swindon, SN2 1FL and any successor organisation.
- (36) The **Contractor's Design Documents** are the information, drawings, designs, charts, specifications, plans, technical data, reports, calculations, samples, computer programs and other software, manuals, models and any other documents or materials, in any medium, (but excluding internal memoranda and documents, working papers and templates) created and/or developed by or on behalf of the *Contractor* in relation to the *works*.
- (37) **Contractor's Personnel** is any officer, director, employee, shareholder or member of the *Contractor* and any person employed or engaged by the *Contractor* or any Subcontractor, supplier or agent (of any tier) who is wholly or partly engaged in the planning, design, construction, supply, delivery, supervision and/or management of any of the *works* (but excluding the *Client*, the *Project Manager*, the Supervisor and their respective directors, employees, agents and representatives).
- (38) **Contracts Finder** is the online Government Portal used by the Contracting Authority in which any procurement opportunities and contract awards above certain value thresholds are published by the Contracting Authority, in line with the Public Contracts Regulations 2015 (as amended) (the **PCRs 2015**)
- (39) **EIR** is the Environmental Information Regulations 2004.
- (40) **FOIA** is the Freedom of Information Act 2000.
- (41) **Intellectual Property Rights** are all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any similar rights or property in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property.
- (42) **Request for Information** has the meaning given to it in the FOIA or the EIR (as relevant);
- (43) **SME** is an enterprise falling within the category of micro, small and medium- sized enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

- (44) **VCSE** is a Voluntary, Community and Social Enterprise, being a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives (and include small local community and voluntary groups, registered charities, foundations, trusts, social enterprises and co-operatives).
- (45) **Working Day** is Monday to Friday inclusive but excludes any day which is a **recognised public holiday in England.**”

Clause 12.1 Insert the following new paragraph at the end of clause 12.1:

“In this contract, except where the context shows otherwise or where otherwise expressly stated:

- a general expression shall not be limited by any more specific expression preceding or following it (and, for the avoidance of doubt, any phrase or list which is introduced by the words “including”, “includes”, “include”, “in particular” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding or following words);
- reference(s) to any legislation mean(s) such legislation as amended or re- enacted from time to time; and
- reference(s) to any **Annex** or **Annexes** is/are to one or more of the numbered annexes attached to these conditions of contract which form part of this contract.”

Clause 12.4 Immediately after clause 12.4 insert the following new clauses 12.5 to 12.12 inclusive:

“12.5 Each Party hereby (to the best of its knowledge, belief and awareness and after due, proper and careful enquiry) warrants to each other (a) that its entry into this contract does not and its performance thereof will not in any way violate or conflict with any applicable law, judgment, writ, injunction, decree or order applicable to it insofar as the foregoing is in force at the Contract Date and (b) that this contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

12.6 The liability of the *Contractor* under the contract extends to all *Contractor's* Personnel and others for whom it is responsible including their respective acts, omissions and negligence as if of the *Contractor* itself. The *Contractor* is responsible for its subconsultants and subcontractors (of any tier), suppliers and their respective employees or invitees and others carrying out the *works* or on the Site with the *Contractor's* approval. All Subcontractors (including any Subcontractors named in the contract or whose identity requires to be approved in advance by the *Project Manager* for specified elements of the *works*) are domestic to the *Contractor* who is fully responsible in all respects for all such Subcontractors as stated above, including in connection with any insolvency or analogous matters.

- 12.7 The issue of certificates, applications for payment, statements or notices and the payment of any sum pursuant to this contract is not conclusive evidence that the *works* (or any part thereof), including any design, specification, goods, materials and/or workmanship, are in accordance with the provisions of this contract.
- 12.8 Where any act is required to be done within a specified period after or from a specified date:
- the period begins immediately after that date; and
 - where the specified period would include a day that is not a Working Day, that day will be excluded.
- 12.9 The following are not deemed to have been accepted by the *Client* or the *Project Manager* unless they are expressly accepted in writing by the *Project Manager*:
- any acceptance of an acceleration quotation under clause 36 (Acceleration); or
 - any proposal for a change under clause 45 (*Accepting Defects*).
- 12.10 No act or omission of the *Client* (or the *Project Manager* or the *Supervisor*) shall by itself amount to a waiver of any right or remedy unless expressly stated to be so by the *Client* in writing. Without prejudice to the foregoing generality, failure by the *Client* (or the *Project Manager* or the *Supervisor*) at any time to enforce any provision of this contract or to require performance by the *Contractor* of any of the provisions of this contract (or any delay in enforcing or requiring performance) shall not be construed as a waiver of any such provision and shall not affect the validity of this contract or any part of it or create any estoppel or in any other way affect the right of the *Client* to enforce any provision of the contract in accordance with its terms.
- 12.11 No waiver by either Party in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 12.12 If, for any reason, any provision of this contract is held to be invalid, illegal or unenforceable to any extent then:
- such provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in this contract but without invalidating any of the remaining provisions of this contract; and
 - the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

The provisions of this clause 12 shall survive any termination of this contract (or termination of the *Contractor's* engagement hereunder) for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such termination.”

Clause 13.2 After each reference to “the Scope” in clause 13.2 insert “or the Contract Data”.

Clause 14.1 Delete the existing text of clause 14.1 and substitute the following:

“14.1 No communication (including instructions, the Defects Certificate and any other certificates), no acceptance of a communication from the *Contractor*, no inspection, test or acceptance of the *Contractor’s* work or design by the *Client*, the *Project Manager* or the *Supervisor*, and no failure to withhold acceptance of, express disapproval of or otherwise comment on a submission, design or work carried out by the *Contractor* changes or diminishes the *Contractor’s* liability under this contract (including the *Contractor’s* responsibility to Provide the Works, its liability for Defects and for the design of the works).”

Clause 14.5 Immediately after clause 14.4 insert a new clause 14.5 as follows:

“14.5 Notwithstanding any other provisions of this contract, all rights, actions, obligations or functions of the *Supervisor* under this contract may be exercised or performed by the *Project Manager*.”

Clause 15.1 At the end of the fourth bullet point of clause 15.1, insert “or” and add the following as a fifth bullet point:

“• constitute or cause a breach of any of the *Contractor’s* obligations under this contract.”

Clause 15.4 Add the following at the end of clause 15.4:

“If the change in the Scope is the result of a risk for which the *Contractor* is responsible then notwithstanding any other term of this contract that change in the Scope does not give rise to a compensation event and does not result in any increase to the Prices or any delay to the Completion Date or to any Key Date. Failure by the *Project Manager* to issue a revised Early Warning Register or to give an instruction to change the Scope entitles the *Contractor* to provide to the *Project Manager* a written record of the decision or decisions made at the risk reduction meeting.”

Clause 16.3 Immediately after clause 16.3 insert the following new clause 16.4:

“16.4 Decisions taken and/or agreements reached at any early warning meeting do not change the risk allocation under this contract, unless and to the extent expressly stated in a written instruction issued to the *Contractor* by the *Project Manager*.”

Clause 17.1 Delete the existing text of clause 17.1 and substitute the following:

“17.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence (in descending order of priority):

- the form of Agreement between the Parties
- the Annexes and other documents which form part of the contract.

The *Project Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency. The *Project Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction is not a compensation event, and does not result in any increase in the Prices or any delay to the Completion Date or to any Key Date.”

Clause 17.3 Immediately after clause 17.2 insert a new clause 17.3 as follows:

- “17.3 (1) Notwithstanding any other provision of this contract, the *Contractor* is responsible for ensuring that the carrying out of the *works* (and the *works* as completed) comply with (and the *Contractor* shall promptly make all applications and representations, submit all information and give all notices required in relation to obtaining, maintaining, renewing and complying with) the Consents, the applicable laws and all decisions of any relevant authority thereunder (whether the same are in force before or after the Contract Date or occur or are made before or after the Contract Date) which relate to or concern the carrying out of the *works*, the completed *works*, the Site or the right to develop the Site. The *Contractor* shall promptly pass to the *Client* copies of all Consents and other approvals received by the *Contractor* in connection therewith.
- (2) The *Contractor* is not be entitled to any increase in the Prices or any delay to the Completion Date or to any Key Date and there shall not be a compensation event as a result of the *Contractor* complying (or failing to comply with) with its obligations under clause 17.3(1) including in the event that the *Project Manager* gives an instruction to change the Scope to address any non-compliance (whether possible or actual) of the works or the Site with any planning requirements, statutory provisions or decisions of any relevant authority referred to in clause 17.3(2)”

Clause 20 Delete the existing text of clause 20.1 and substitute the following:

“20.1 The *Contractor* Provides the Works in accordance with:

- this contract, including the Scope,
- the Consents,
- the CDM Regulations (and the Contractor complies with all obligations imposed upon it under such Regulations) and best practice guidelines in respect of health and safety as are applicable to the activities comprising the works,

- applicable laws, and
 - relevant British Standards or Codes of Practice,
- and using only Plant and Materials which:
- are new and of good quality;
 - are suitable for the purpose and use for which they are intended (as evidenced by or reasonably inferred from the contract); and
 - have a rate of deterioration not greater than that to be expected of high quality, well designed and engineered and well manufactured goods and materials.

Without prejudice to the foregoing provisions of this clause 20.1, the *Contractor* ensures the proper integration, co-ordination and compatibility of the *works* with the existing buildings, services, plant and equipment at the Site

20.2 Not Used

The *Client* is responsible for the accuracy, completeness and/or adequacy of any such information including drawings provided to the *Contractor*.

20.3 The *Contractor* is the Principal Contractor for the *works* for the purposes of under the CDM Regulations and warrants to the *Client* that it is competent to fulfil the role of Principal Contractor for the purposes of the CDM Regulations and that it will allocate adequate resources for health and safety to enable it to perform its duties as Principal Contractor. The *Client* is the “client” for the purposes of the CDM Regulations and the *Contractor* provides such documents and other information as the *Client* reasonably requires in order to discharge the duties of the client under and in accordance with the CDM Regulations.

20.4 Save where otherwise notified by the *Project Manager*, before the *Contractor* starts work on Site, it shall register the Site with the Considerate Constructor Scheme (the “**CCS**”) and shall thereafter comply with the requirements of the CCS including observing the related Code of Considerate Practice (or equivalent requirements).”

Clause 21.4 Immediately after clause 21.3 insert the following new clause 21.4:

“21.4 The *Contractor* does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:

- the report entitled “Good Practice in the Selection of Construction Materials 2011”, published by the British Council for Offices in March 2011,
- relevant British Standards or Codes of Practice, or

- any publications of the Building Research Establishment related to the specification of products or materials.

If the *Contractor* becomes aware that it or any person has specified, approved or used any products or materials referred to in this clause 21.4, the *Contractor* immediately notifies the *Client* of the same, provided that this clause 21.4 does not create any additional duty for the *Contractor* to inspect or check the work of Others which is not required by the contract.”

Clause 22.1 Delete the existing text of clause 22.1 and substitute the following

“22.1 As between the *Client* and the *Contractor*, the Intellectual Property Rights in all *Contractor’s* Design Documents remain vested in the *Contractor*.

22.2 The *Client* has an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the *Contractor’s* obligations or the termination of this contract or any dispute under this contract) to copy and use the *Contractor’s* Design Documents and to reproduce the designs and content of them for any purpose relating to the *works* including, without limitation, the construction, completion, operation, maintenance, financing, insuring, extension, reinstatement, adjustment, refurbishment and repair of the works. Such licence carries the right to grant sub-licences and is transferable to third parties. The *Contractor* obtains from a Subcontractor equivalent rights for the *Client* to use material prepared by the Subcontractor

22.3 The *Contractor* is not liable for any use by the *Client* of any of the *Contractor’s* Design Documents for any purpose other than that for which they were prepared and the purposes set out in this clause 22.

22.4 The *Contractor* does not grant to any third party the right to use any of the *Contractor’s* Design Documents except under any warranty it is obliged to give under this contract.

22.5 The *Contractor* warrants that the *Contractor’s* Design Documents (except to the extent that duly authorised Subcontractors are used) are the *Contractor’s* own original work and that in any event their use in connection with the works will not infringe the rights of any third party. The *Contractor* further warrants that where duly authorised Subcontractors are used their work will be original and will be covered by the licence granted to the *Client* under this clause 22.

22.6 The *Contractor* agrees on reasonable request at any time and following reasonable prior written notice to give to the *Client*, or those authorised by the *Client*, access to the *Contractor’s* Design Documents and to provide copies (including copy negatives and, CAD disks, cloud-based and electronic documents) of the *Contractor’s* Design Documents at the *Client’s* expense.

22.7 The *Consultant* will indemnify and hold harmless the *Client* from and against all losses, liabilities, costs, damages and expenses that the *Client* does or will incur or suffer, all claims or proceedings made, brought or threatened against the *Client* by any third party and all losses, liabilities, costs (on a full indemnity basis), damages and expenses the *Client* does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with the actual or alleged infringement of the third party's Intellectual Property Rights created or arising from the performance of the works or the use of any deliverables."

Clause 26 Insert a new clause 26.4 as follows:

"26.4 The *Client* may (without cost to or liability of the *Client*) require the *Contractor* to replace any Subcontractor where in the reasonable opinion of the *Client* any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the Subcontractor.

The *Client* may (without cost to or liability of the *Client*) require the *Contractor* to replace any Subcontractor where in the reasonable opinion of the *Client* any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 (as amended) apply to the Subcontractor."

Clause 28.1 Delete the existing text of clause 28.1 and substitute the following:

"28.1 The *Client* may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of the *Client's* rights or obligations under the contract."

Clause 28.2 Insert a new clause 28.2 as follows:

"28.2 The *Contractor* may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the contract, without prior written consent from the *Client*."

Clause 35 Insert the following new clause 35.4 after clause 35.3:

"35.4 If the *Client* takes over part of the *works* before Completion, Completion is not achieved or certified by the *Project Manager* until all *works* are completed including the supply of the documents and information which the Scope or the contract states is required by the Completion Date."

Clause 46.1 Delete the existing text of clause 46.1 and substitute the following:

"If the *Contractor* is given access in order to correct a Defect (including any Defect listed in the Defects Certificate) but it has not corrected it within the applicable *defect correction period*, the *Project Manager* assesses the cost to the *Client* of having the Defect corrected by other people and the *Contractor* pays this amount to the *Client* or such cost is recoverable by the *Client* as a debt."

Clause 46.2 After clause 46.2 insert a new clause 46.3 as follows:

- “46.3 The *Contractor* continues to be liable for Defects (including latent or inherent Defects) in accordance with the *law of the contract* after
- the issue of the Defects Certificate,
 - assessment of the final amount due in accordance with clause 53, and
 - the termination of the contract for any reason (including breach by the *Client*).”

Clause 53 Delete the existing text of clause 53 and substitute the following:

- “53.1 The *Contractor* submits its application for final payment to the *Project Manager* four weeks after the date of Completion of the whole of the *works* setting out the final amount the *Contractor* considers is due (with full cost breakdown).

The *Contractor's* application includes details of how the amount has been assessed and is in the form stated in the Scope.

In assessing the final amount due, the *Project Manager* considers the application for payment submitted by the *Contractor*.

- 53.1 The *Project Manager* makes an assessment of the final amount due and certifies a final payment, if any is due, no later than
- Twenty-eight (28) days after Completion of the whole of the *works*, or
 - thirteen (13) weeks after the *Project Manager* issues a termination certificate (the “**Final Assessment Date**”).
- 53.3 The *Project Manager* gives the *Contractor* details of how the amount due has been assessed. The final payment is made within twenty-eight (28) days of the Final Assessment Date.
- 53.4 If the *Contractor* executes further *works* after Completion of the whole of the *works* for which it is entitled to payment under the contract it submits an application for further payment four (4) weeks after completion of those further *works*.
- Its application sets out the further amount the *Contractor* considers is due (with full cost breakdown).
- The *Contractor's* application includes details of how the amount has been assessed and is in the form stated in the Scope.
- In assessing the further amount due, the *Project Manager* considers the application for payment submitted by the *Contractor*.
- 53.5 The *Project Manager* makes an assessment of the further amount due and certifies a further payment, if any is due, no later than twelve (12) weeks after completion of the further *works*.
- 53.6 The *Project Manager* gives the *Contractor* details of how the amount due has been assessed. The final payment is made within thirty (30) days of the date that is twelve (12) weeks after completion of the further *works*.

53.7 The assessment of the final amount due in accordance with clause 53.2 or (if applicable) clause 53.5 is conclusive evidence of the final amount due to the *Contractor* in respect of the *works* save for:

- accrued costs payable to Subcontractors which have not submitted their final accounts to the *Contractor* as at the Final Assessment Date, in which case the *Client* may in its entire discretion assess an amount payable on account in respect of that accrued cost which will be subject to final assessment following submission of such final account(s),
- Defined Cost relating to payments to Subcontractors which will remain subject to re-assessment by the *Client*, and
- the *Client's* entitlement to retain or set-off sums against any amounts due to the *Contractor* in accordance with the contract (including in respect of future Defects liability).

For the avoidance of doubt, following the assessment and payment of the final amount the *Contractor* remains liable for the performance of all of its obligations under the contract including without limitation the rectification of Defects in accordance with the terms of the contract.

53.8 Payments under this clause 53 may be by the *Contractor* to the *Client* or by the *Client* to the *Contractor*. Payments are in the *currency of the contract* unless otherwise stated in the contract.”

Clause 53A Immediately after the end of clause 53 insert the following new clause 53A, as follows:

“53A Tax

- 53A.1 Any tax which applicable law requires a Party to pay to the other Party is added to any payment made under the contract.
- 53A.2 All sums payable by or to the *Client* or the *Contractor* are exclusive of Value Added Tax (“**VAT**”). Where VAT is chargeable on such sums, the payer pays, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.
- 53A.3 If the *Contractor* fails to carry out its obligations under the contract and the *Client* employs some other person to fulfil them, and a payment in respect of VAT is made or falls to be made to that other person, then the *Client* is entitled to recover from the *Contractor* any VAT (which it is not otherwise able to recover) additional to what it would have paid had the *Contractor* carried out its obligations under the contract.
- 53A.4 Where a Party is liable to reimburse or indemnify the other Party for costs incurred by that other Party, the amount to be paid does not include any VAT charged on such costs, save where the payee is unable to recover such VAT from HM Revenue & Customs as input tax.

53A.5 No later than the Contract Date the *Contractor* is to submit to the *Client* such evidence as is required by the current HM Revenue & Customs Construction Industry Scheme (“**CIS**”) proving that the *Contractor* is registered with HM Revenue & Customs under the CIS to allow payments to be made with or without statutory deduction of tax by the *Client*.

If the *Contractor* does not provide the information required by this provision or during the currency of the contract the *Contractor* ceases to be registered with HM Revenue & Customs (“**HMRC**”) for the above purpose, the *Client* will be entitled to terminate the contract without any liability to the *Contractor*.

Each Party shall provide to the other all such information and assistance as may be reasonably requested by that other Party to enable it to determine whether and to what extent the VAT reverse charge will apply to any of the *works* supplied under this contract.”

Clause 60.1 Clause 60.1 shall be amended as follows:

Clause 60(1) Immediately after the first bullet point in clause 60.1(1) insert a new bullet point as follows:

“● an instruction of the *Project Manager* pursuant to clause 17.1 resolving any conflict, ambiguity or inconsistency documents forming part of this contract or”

Clause 60.1(2) In the first sentence of clause 60.1(2) delete “and use of”.

Clause 60.1(10) In the second line of clause 60.1(10), delete “only”.

Clause 60.1(18) Delete the existing text of clause 60.1(18) and substitute:

“Save for any event which is one of the other compensation events in this contract, any impediment, prevention or default, whether by act or omission, by the *Client* or any person for whom the *Client* is responsible under this contract.”

Clause 60.1(19) At the start of clause 60.1(19), delete “An event” and substitute “A Force Majeure Event”.

Clause 60.1(21) In clause 60.1(21) insert the words “(if any)” between the words “compensation events” and “stated”.

Insert the following immediately after clause 60.1(21) as a new final paragraph of clause 60.1:

“In each case except to the extent that the event is caused or contributed to by negligence or default, whether by act or omission, by the *Contractor* or any *Contractor’s* Personnel or where the contract states that it is not to be treated as a compensation event.”

Clause 61.2 Delete the existing text of clause 61.2 and substitute the following:

“The *Project Manager* issues at the time of notification of a compensation event an instruction to the *Contractor* to submit quotations unless:

- the event arises by reason of any omission, breach or default of the Contractor or any Contractor's Personnel or
- the event has no effect upon the Prices, Defined Cost, Completion or meeting a Key Date."

Clause 61.3 Delete the final paragraph of clause 61.3 and substitute the following:
 "If the *Contractor* does not notify a compensation event within four (4) weeks of first becoming aware of the event or the expected occurrence of the event, the Prices, the Completion Date or a Key Date are not changed unless the event arises from the *Project Manager* or the *Supervisor* giving an instruction or notification, issuing a certificate or changing an earlier decision."

Clause 61.4 In clause 61.4, delete the first bullet point appearing after the words "the event" and substitute the following:

- arises by reason of any omission, breach or default of the *Contractor* or any Subcontractor, supplier or other *Contractor's* Personnel"

Delete the final sentence of clause 61.4 which reads: "If the failure continues for a further two weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* that the event is a compensation event and an instruction to submit quotations."

Clause 62.2 In the first sentence of clause 62.2, after "the *Contractor*" insert "in accordance with the contract".

Clause 62.3 Delete the third bullet point in clause 62.3 and substitute the following:

- a notification that a proposed instruction will not be given or a proposed changed decision will not be made or
- a notification that that the Project Manager will be making the assessment."

Clause 62.6 Delete the final sentence of clause 62.6 which reads "If the failure continues for a further two weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* of the quotation."

Clause 63.10 Delete the existing text of clause 63.10 and substitute "[Not used]".

Clause 64.4 Delete the final sentence of clause 64.4 which reads: "If the failure continues for a further two weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* of the quotation."

Clause 65.2 Delete the second sentence of clause 65.2 which reads: "The quotation is assessed as a compensation event."

Clause 66.1 At the end of the first bullet point in clause 66.1 insert "or". In the second bullet point delete "or" and substitute ".".

Delete the third bullet point in clause 66.1.

Clause 66.3 Immediately after clause 66.3 insert a new clause 66.4 as follows:

"66.4 The *Client* has no liability, whether under common law or otherwise, in respect of compensation events except as expressly stated in this section 6 [*Implementing compensation events*]."

Clause 80.1 Delete the first sentence of clause 80.1 and substitute: “The *Client*’s liabilities are limited to the following exhaustive list, save where stated to the contrary in the contract.”

At the start of the first bullet point in clause 80.1, delete “Claims” and substitute “Subject to clauses 83.5 and 83.6, claims”.

Delete the text of the second bullet point in clause 80.1 and substitute “[not used]”.

In the third bullet point in clause 80.1, below the words “an instruction from the *Project Manager* changing the Scope” insert “(other than design for which the *Contractor* is responsible under the contract)”.

Clause 81.1 Delete the first sentence of clause 81.1 and substitute: “The *Contractor*’s liabilities include the following (non-exhaustive items) unless they are stated as being *Client*’s liabilities.”

At the end of clause 81.1 insert the following two additional bullet points:

- Death or bodily injury to any person employed by the *Client*, which arises from or in connection with the *Contractor* Providing the Works.
- Death or bodily injury or loss of or damage to the property of Others, which arises from or in connection with the *Contractor* Providing the Works.”

Clause 82.1 Delete “Any” in clause 82.1 and substitute: “Subject to clauses 82.3 and without prejudice to any other rights or remedies of the *Client*, any”.

Clause 82.2 Delete “Any” in clause 82.2 and substitute: “Subject to the provisions of the contract, any”.

Clause 82.3 Immediately after clause 82.3 insert new clauses 82.4 and 82.5 as follows:

“82.4 Subject to clause 82.5, the *Contractor* indemnifies the *Client* against all expenses, liabilities, losses, claims, proceedings, compensation and costs whatsoever (“**Losses**”) in respect of

- death or injury to any persons, and
- loss or damage to any property (including property belonging to the Funder or the *Client* or for which the *Client* is responsible)

to the extent that those Losses are due to any negligence, breach of contract, breach of statutory duty, error, wrongful act, wrongful omission or default by the *Contractor* or any *Contractor*’s *Personnel* or due to matters, circumstances or events for which the *Contractor* is liable under the contract.

82.5 The *Contractor*’s indemnity under clause 82.4 remains in force for the duration of the contract and survives the expiry or termination of the contract. The *Contractor* is not responsible for and does not indemnify the *Client* for Losses to the extent that those Losses are caused by the negligence of the *Client*.”

Clause 83.2 In clause 83.2, insert the words “and the Contract Data” after “Insurance Table” in the first sentence of clause 83.2.

Clause 83.4 Immediately after clause 83.3, insert new clauses 83.4 and 83.5 as follows:

- “83.4 (1) The *Contractor* maintains (and shall continue to maintain) professional indemnity insurance:
- covering all its liability under the contract in respect of defects or insufficiency in design,
 - upon customary and usual terms and conditions prevailing for the time being in the insurance market,
 - with reputable insurers lawfully carrying on such insurance business in the United Kingdom,
 - in an amount not less than that, and of the type, stated in the Insurance Table or the Contract Data and
 - for a period beginning not later than the Contract Date and ending 12 (twelve) years after Completion of the whole of the *works* or 12 (twelve) years after the termination of the contract for any reason, including breach by the *Client*, whichever is earlier

provided that the insurance is generally available at commercially reasonable premiums.

- (2) The *Contractor* does not, without the prior approval in writing of the *Client*, settle or compromise with insurers any claim which the *Contractor* may have against insurers and which relates to a claim by the *Client* against the *Contractor*, or by any act or omission lose or prejudice the *Contractor's* right to make or proceed with such a claim against insurers.
- (3) Any increased or additional premium required by insurers by reason of the *Contractor's* claims record or other matters particular to the *Contractor* shall be considered to be within commercially reasonable premiums.
- (4) The *Contractor* immediately informs the *Client* if such insurance ceases to be available at commercially reasonable premiums, and fully co-operates with any measures reasonably required by the *Client*, including
- completing any proposals for insurance and associated documents,
 - maintaining such insurance at premiums above commercially reasonable premiums, if the *Client* undertakes in writing to reimburse the *Contractor* in respect of the net cost of such insurance to the *Contractor* above commercially reasonable premiums.
- (5) The *Contractor's* obligations in respect of professional indemnity insurance continue after termination of the contract for any reason, including breach by the *Client*.

- 83.5 (1) The *Contractor* at all times takes reasonable measures to prevent any trespass, public or private nuisance (including, without limitation, any statutory nuisance under applicable law or any nuisance caused by noxious fumes, dust, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the *works* or of any obligation under clause 43 (*Searching for and notifying Defects*) and assists the *Client* in defending any relevant action or proceedings which may be instituted.
- (2) The *Contractor* is responsible for and indemnifies the *Client* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference, except only where such trespass, nuisance or interference is the consequence of an instruction of the *Client* (which is itself not the result of any negligence, default or breach of contract by or on behalf of the *Contractor* or any *Contractor's* Personnel) and has not been avoided despite the *Contractor* using reasonable and practical means to avoid the same.
- (3) The *Client* issues to the *Contractor* such instructions as it considers necessary if any injunction is granted or court order is made in consequence of any such trespass, nuisance or interference, but (except as described above) the *Contractor* is not entitled to any additional payment (whether by way of an addition to the total of the Prices or otherwise) or to an extension of time by reason of any such instruction.”

Clause 84.1 Delete the existing text of clause 84.1 and substitute the following:

“84.1 In the case of the insurances provided by the *Contractor*, before the *starting date* and on each renewal of each insurance policy until the *defects date* the *Contractor* submits to the *Project Manager* for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the *Contractor's* insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract. In that case, the *Client* may require the *Contractor* to effect and the *Contractor* effects such further insurance(s) as the *Client* may reasonably require”.

Clause 86.3 Delete the existing text of clause 86.3 and substitute “[Not used]”.

Clause 90.1 In the second sentence of clause 90.1, insert the words “to both Parties” between the words “termination certificate” and “promptly”.

Clause 90.2 In the first row of the TERMINATION TABLE in clause 90.2 after “or R22” insert “or R23-R28”.

Clause 91.1 Delete the first sentence of clause 91.1 and substitute the following:

“Either Party may terminate if the other Party has done any one of the following in England or Wales or its equivalent in another jurisdiction.”

Clause 91.9 Immediately after clause 91.8 insert new clauses 91.9 and 91.10 as follows:

“91.9 The *Client* may terminate in any of the following circumstances:

- where it considers that the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the PCRs 2015 (R23);
- where it considers that the *Contractor* has at the time of the award of the contract been in one of the situations referred to in Regulation 57(1) of the PCRs 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure (R24);
- where the contract should not have been awarded to the *Contractor* in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union (“**TFEU**”) (R25);
- where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the contract should not have been awarded to the *Contractor* in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council (R26); or
- where a third party starts court proceedings against the *Client* seeking a declaration that this contract is ineffective or should be shortened under Regulations 98 to 101 of the PCRs 2015, which the *Client* considers have a reasonable prospect of success (R27).

Such termination is effective immediately or at such later date as is specified in the notice. The *Client* does not incur any liability to the *Contractor* by reason of such termination and is not required to pay any costs, losses or damage to the *Contractor*. Termination under this clause is without prejudice to any other rights of the *Client*.

91.10 The *Client* may terminate if the *Contractor* has not provided the information (or adequate information) requested by the *Client* pursuant to clause Z7 within 4 weeks following the end of the relevant period specified by the *Client* (R28).”

Clause 92.1 In clause 92.1, after “*works*” where it appears in the first line of clause 92.1 insert: “itself or engage other persons to do so”.

Clause X16.1 Delete the existing text of the clause and substitute the following:

- X16.1 After the Price for Work Done to Date has reached the *retention free amount*, an amount is retained in each amount due. The amount retained is the *retention percentage* applied to the excess of the Price of Work Done to Date for non- roofing package works for the first 12 *assessment intervals*, above the retention free amount. After the first 12 *assessment intervals* the amount retained is the *retention percentage* applied to the excess of the Price of Work Done to Date above the retention free amount.

Until the earlier of

- Completion of the whole of the *works* and
- The date on which the *Client* takes over the whole of the *works*

Clause Z2: Freedom of Information Act and the Environmental Information Regulations

- Z2.1 The *Contractor* provides all necessary assistance to enable the *Client* to comply with any request received under the FOIA and/or the EIR should either be applicable to the *Client*.

In no event does the *Contractor* or its Subcontractors respond directly to a Request for Information unless expressly authorised to do so by the *Client*.

Clause Z3: Transparency

- Z3.1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the *Contractor* agrees that the contract and the sourcing documents issued by the *Client* which led to its creation will be published by the *Client* on a designated website.

The entire contract and all the sourcing documents issued by the *Client* will be published on the designated website save where to do so would disclose information the disclosure of which would:

- (1) contravene a binding confidentiality undertaking that protects information which the *Client*, at the time when it considers disclosure, reasonably considers to be confidential to the *Contractor*,
- (2) be contrary to Regulation 21 of the PCRs 2015 as amended or
- (3) in the reasonable opinion of the *Client* be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the EIR.

If any of the situations in (1),(2),(3) above apply, the *Contractor* consents to the contract or sourcing documents being redacted by the *Client* to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression “sourcing documents” means the advertisement issued by the *Client* seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Clause Z4 Payment to other parties

Z4.1 The *Contractor* ensures, pursuant to Regulation 113(2)(c) of the PCR 2015, that any subcontract awarded by the *Contractor* contains suitable provisions to impose, as between the parties to the subcontract, requirements that:

- (i) any payment due from the *Contractor* to the Subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed,
- (ii) any invoices for payment submitted by the Subcontractor are considered and verified by the *Contractor* in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed, and
- (iii) any Subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i) and (ii) above, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the *Client* is making payments to the *Contractor* without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the *Contractor* to its subcontractors or supply chain.

The *Contractor* shall ensure, pursuant to the UK Government’s payment objectives, that it shall in its performance of this contract meet the standard required of payment of 95% of invoices paid within 60 days across monthly reporting to its so as to demonstrate to the *Client* that it has an appropriate and effective payment system in place for any subcontract or supply chain associated with this contract.

The *Contractor* shall be obliged during its performance of the Contract to provide evidence to the *Client* that payments being made to its subcontractors or supply chain, by either of the following methods:

- information can be easily be obtained directly and free of charge by the *Client* from a national database, with details provided by the *Contractor* on how the *Client* may access this information at any time during the performance of the Contract when requested to do so by the *Client*; or

- the information shall be provided to the *Client* by email free of charge on frequency advised below, such as the supplier has a sufficiency of invoice volumes to do so and that the volumes of invoices handled by the *Contractor* accurately represents the assurance sought.

The *Contractor* shall not be obliged to provide such above assurances to the *Client* during the contract by either of the above referred methods, in the following circumstances only:

- (i) if the *Contractor* in its performance of the Contract does not at any time need to engage a Subcontractor; or
- (ii) if the volumes of invoices processed by the *Contractor* in its performance of the contract falls below the above required standard, due to the volumes of invoices processed by the *Contractor*, being particularly high or particularly low as measurement by percentage may distort the true picture. In such circumstances the *Contractor* shall suitably inform the *Client* of either of these situations supported by a suitable declaration and supporting evidence in.

For the avoidance of doubt, the *Client* reserves the right at any time in considering the *Contractor's* submission or information secured via access to any national data base, to seek further explanation or declaration from the *Contractor* to ensure that payments meet the required obligations placed upon the *Client*.

The *Contractor* shall without reservation assist the *Client* to the reasonable extent as is requested to assist the *Client* to secure these assurances during the contract.

In situations that the *Client* is making payments to the contract without an Invoice, the absence of an invoice (e.g. timesheet submissions for services) does not waiver any obligation regarding payments made to the *Contractor's* subcontractors or supply chain.

Clause Z5: Timber Procurement Policy

- Z5.1 The *Contractor* must adhere to the Timber Procurement Policy prove to the *Client* that the *Contractor* obtains timber from a legal and sustainable source as outlined in the Timber Procurement Policy found at: <https://www.gov.uk/government/collections/timber-procurement-policy-tpp-guidance-and-support>

Clause Z6: Modern Slavery Act 2015

Z6.1 The *Contractor* agrees that during any term or extension it completes and returns a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the contract evidencing the actions taken, relevant to the *Contractor* and its supply chain associated with this contract:

- Impact assessments undertaken,
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised,
- Evidence of stakeholder engagement,
- Evidence of ongoing awareness training,
- Business-level grievance mechanisms in place to address modern slavery and
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation.

The *Client* reserves the right to audit any and all reports submitted by the *Contractor* to an extent as deemed necessary and the *Contractor* unreservedly assists the *Client* in doing so.

The *Client* reserves the right to amend or increase the frequency, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act 2015.

The *Client* requires such interim assurances to ensure that the *Contractor* is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act 2015 details of which can be found at: <https://www.gov.uk/government/collections/modern-slavery-bill> and UKRI's policy can be found at: <https://www.ukri.org/about-us/policies-and-standards/modern-slavery-human-trafficking/>

The *Contractor* shall complete and return the report to the contact named in the contract on the anniversary of the commencement of the Contract.

The *Contractor* agrees that any financial burden associated with the completion and submission of reports and associated assistance at any time, is at the *Contractors'* cost to do so and will not be reimbursable.

Clause Z7: Taxation obligations of the *Contractor*

Z7.1 The relationship between *Client* and *Contractor* is that of “independent contractor” which means that the *Contractor* is not a *Client* employee, worker, agent or partner, and the *Contractor* does not give the impression that they are.

As this contract is not an employment contract, the *Contractor* is fully responsible for all its own tax, including any national insurance contributions arising from carrying out the *works*.

- (1) In respect of the consideration received under this contract, the *Contractor* at all times complies with the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**”) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the *Contractor* is liable to make National Insurance Contributions (“**NICs**”) in respect of any consideration received by it under this contract, it at all times complies with the Social Security Contributions and Benefits Act 1992 (“**SSCBA**”) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The *Client* may, at any time until the *defects date*, request the *Contractor* to provide information which demonstrates how the *Contractor* is complying with its obligations under clauses Z7.1(1) and Z7.1(2) above or why those clauses do not apply to it.

Z7.2 A request made under clause Z7.1(3) above may specify the information which the *Contractor* is required to provide and the period within which that information must be provided to the *Client*.

Z7.3 The obligations of the *Contractor* under clauses Z7.1(1), Z7.1(2) and Z7.1(3) survive Completion of the *works* or termination of this contract and/or the *Contractor*’s obligation to Provide the Works under the contract and the *Contractor*’s obligations to indemnify the *Client* survive, without limitation, until such time as these obligations are complied with.

Z7.4 The *Client* may supply any information received from the *Contractor* (including that which it receives under clause Z7.1(3)), to HMRC for the purposes of the collection and management of tax revenue or information for which they are responsible under applicable law.

Z7.5 If the *Client* becomes obliged to pay to HMRC any sums owed by the *Contractor* in respect of any taxation of the sort referred to in clauses Z7.1(1) and Z7.1(2), the *Contractor* reimburses the *Client* in full (upon service of the *Client's* first written demand therefor) all such sums as the *Client* has had to pay to HMRC and the *Contractor* also reimburses the *Client* in full (and upon service of the *Client's* first written demand therefor) in respect of any fine or penalty sustained by the *Client* as a consequence of the *Contractor's* failure to pay any of the tax owed by it to HMRC and compensates the *Client* (on demand) for any other financial punishment imposed on the *Client* arising from the *Contractor's* failure to pay any amount of taxation due by it under ITEPA or where any National Insurance Contributions payable by the *Contractor* were not paid to HMRC by the *Contractor*.

Clause Z8: Cyber Essentials Questionnaire

- Z8.1
- (1) The *Client* requires such interim assurances to ensure that the *Contractor* is still compliant with the security needs of this contract.
 - (2) The *Contractor* agrees that any financial burden associated with the completion and submission of the questionnaire at any time shall be at the *Contractor's* cost to do so and will not be reimbursable.

Clause Z9: General Data Protection Regulation (GDPR) & Data Protection Act 2018

- (1) The *Contractor* warrants that it shall under this contract:
 - process only on documented instructions by the *Client*, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);
 - provide all reasonable assistance to the *Client* in the preparation of any Data Protection Impact Assessment (see [http://eur-lex.europa.eu/legalcontent/EN/TXT/PDF/?uri=CELEX:32016R0679 &from=EN](http://eur-lex.europa.eu/legalcontent/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN) of the GDPR). prior to commencing any processing. Such assistance may, at the discretion of the *Client*, include;
 - (a) systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the *works*;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- ensure those processing personal data are under a confidentiality obligation (contractual or statutory);
 - appoint a suitably qualified data protection representative to manage the data;
 - keep records of their data processing activities performed under this contract in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
 - take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
 - only use a sub-processor with the *Client's* formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to the *Client*, giving them an opportunity to object);
 - flow down the same contractual obligations to sub-processors as is imposed upon the *Contractor* by the *Client*;
 - notify the *Client* without undue delay data breaches;
 - assist the *Client* in responding to requests from individuals (data subjects) exercising their rights;
 - assist the *Client* in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
 - securely destroy (providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by the *Client* all personal data at the end of the contract (unless storage is required by applicable law);

- make available to the Client all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by the Client or a third party); and inform the Client if its instructions infringe data protection law or other EU or member state data protection provisions; and
 - where the Contractor is required to collect any Personal Data on behalf of the Client, ensure that it provides the data subjects from whom the Personal Data are collected, with a privacy notice in a form to be agreed with the Client.
- (2) The *Client* may require further assurances during the contract through a series of questions as to the *Contractor's* GDPR compliance.
 - (3) Notwithstanding any other remedies available to the *Client*, the *Contractor* shall fully indemnify the *Client* as a result of any such breach of the General Data Protection Regulation (GDPR) or Data Protection Act 2018 by the *Contractor* or any other party used by the *Contractor* in its performance of the works, that results in the Client suffering fines, losses or damages.
 - (4) For the avoidance of doubt, this clause Z9 shall require the *Contractor* to ensure that this contract from its commencement shall be performed in such a way so as to be compliant with the Data Protection Act 2018 and meet the requirements of the GDPR.

Clause Z10 Supply Chain Visibility

Z10.1 Governmental oversight on improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain

The *Contractor*:

- (1) subject to clause Z10.3, advertises on Contracts Finder all subcontract opportunities arising from or in connection with the works above a minimum threshold value of £25,000;

The Contractor is not required to comply with clause Z10.1(1) under its contractual obligation to any and all subcontracts that were arranged or existed prior to the award of this contract. For the avoidance of doubt the obligation at clause Z10.1(1) only applies in respect of subcontract opportunities arising after the contract award date. AMR To advise of opportunities over £25k which were not in place under the previous Brymor contract.

- (2) within 90 days of awarding a subcontract to a Subcontractor, updates the notice on Contracts Finder with details of the successful Subcontractor,

- (3) monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain,
- (4) provides reports on the information at clause Z10.1(3) to the *Client* in the format and frequency as specified by the *Client* below and
- (5) promotes Contracts Finder to its supply chain and encourages those organisations to register on Contracts Finder

Z10.2 Each advert referred to in clause Z10.1(1) above provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor*.

Z10.3 The *Contractor* is not required to comply with clause Z10.1(1) under its contractual obligation to any and all subcontracts that were arranged or existed prior to the award of this contract. For the avoidance of doubt the obligation at clause Z10.1(1) only applies in respect of subcontract opportunities arising after the contract award date.

Additional exemptions that the *Client* will also consider a waiver this requirement clause Z10.1(1) to advertise on Contracts Finder are:

- where there are issues of national security, which mean that subcontracts cannot be openly advertised;
- where a contract is to be delivered overseas and the resulting subcontracts can only be delivered by in-country partners and/or there are local laws, customs, or security issues that mean subcontracts cannot be advertised;
- where the *Contractor* has confirmed there will be no subcontracted spend;

Z10.4 Notwithstanding clause Z10.1, the *Client* may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder

Z10.5 **Management Charges and Information**

In addition to any other management information requirements set out in this contract, the *Contractor* agrees and acknowledges that it, at no charge, provides timely, full, accurate and complete SME Management Information (“MI”) Reports to the *Client* which incorporate the data described in the MI Reporting Template below which is:

- (1) the total contract revenue received directly on a specific contract,
- (2) the total value of subcontracted revenues under the contract (including revenues for non-SMEs / non-VCSEs) and
- (3) the total value of sub-contracted revenues to SMEs and VCSE

- Z10.6 The MI Reports are provided by the *Contractor* in the correct format as required by the MI Reporting Template and any guidance issued by the *Client* from time to time. The *Contractor* uses the initial MI Reporting Template which is set out in clause Z10.7 and which may be changed from time to time (including the data required and/or format) by the *Client* by issuing a replacement version. The *Client* gives at least thirty (30) days' notice in writing of any such change and specifies the date from which it must be used.
- Z10.7 The *Contractor* further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the *Client*.

MI Reporting Template

Report Subject matter Dateline From XX/XX/XXXX to X/X/XXXX	Value £(Pounds Sterling)
total contract revenue received directly on a specific contract	
the total value to date of report of sub-contracted revenues under the contract (including revenues for non-SMEs/non- VCSEs)	
the total value of sub-contracted revenues to SMEs and VCSEs	

- Z10.8 The *Contractor* provides the following above MI Reporting Template to the *Client* on the following basis:
- (1) The *Contractor* completes and returns the report to the contact named in the contract on the anniversary of the commencement of the contract.
 - (2) The *Client* may be required by the Cabinet Office Crown Commercial Services to amend the MI reporting table from time to time. The *Client* gives the *Contractor* at least (30) days' notice in writing of any such change and specifies the date from which it must be used.
 - (3) The *Contractor* agrees that any financial burden associated with the completion and submission in a timely, full and accurate manner of this MI reporting table at any time, is at the *Contractor's* cost to do so and is not reimbursable.
- Z10.9 The *Client* does not specify or direct the *Contractor* in regards to how it undertakes any procurement activity, however the *Contractor* is expected to allow a reasonable and proportionate amount of time for bidders to its advertised opportunities. Any and all contracts awarded by the *Contractor* as a result of the advertised opportunity, are the subject of an update to the original advertised notice within 90 days of award and details of the successful *Contractor* are published by the *Contractor* on Contracts Finder.

ANNEX 2 CONTRACT DATA

Refer to Contract Pack

ANNEX 3

THE

SCOPE

Refer to Contract Pack

ANNEX 4

SITE INFORMATION

Refer to Contract Pack

ANNEX 5

THE PROGRAMME

Refer to Contract Pack

ANNEX 6

THE ACTIVITY SCHEDULE

Refer to Contract Pack

ANNEX 7

CONTRACTORS

SCOPE

Refer to Contract Pack

ANNEX 8

CONTRACTORS

CLARIFICATIONS

Refer to Contract Pack

ANNEX 9

EARLY WARNING REGISTER

Refer to Contract Pack

ANNEX 10

RISK TRANSFER MATRIX

Refer to Contract Pack

Contract Data



PART TWO – DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name

All Metal Roofing Limited

Address for communications

Unit 1 Meridian Business Park, Fleming Road, Waltham Abbey, Essex, EN93BZ

Address for electronic communications

FOIA Section 40 Personal

The fee percentage is

FOIA %

The working areas are

NATIONAL OCEANOGRAPHY CENTRE,
EUROPEAN WAY, SOUTHAMPTON,
SO14 3ZH

The key persons are

Name (1)

FOIA Section 40

Job

Managing Director

Responsibilities

Managing any significant issues raised

Qualifications

Fellow of Institute of Roofing

Experience

30+ years within roofing industry

Name (2)

FOIA Section

Job

Contracts Director

Responsibilities

H&S, Programme and labour allocation

Qualifications

Member of the Institute of Roofing (MIOR)

Experience

8+ years in the roofing industry

Name (3)

FOIA Section 40

Job

Commercial Director

Responsibilities

Applications, notices, variations and overall commercial

Qualifications

Associate of the Institute of Roofing (AIOR)

Experience

8+ years in the roofing industry

The following matters will be included in the Early Warning Register

1. Provisional sums
2. Preparation of site e.g. clearing of previous Contractors equipment
3. Warranties and inspection of stored/installed materials
4. Lead in times for certain items e.g. soffit lighting change, louvres, replacement insulation/zinc if applicable
5. Clearing of scaffold in advance of AMR works progressing (e.g. bird waste)

2 The Contractor's main responsibilities

If the Contractor is to provide Scope for its design The Scope provided by the Contractor for its design is in NA, no scope for design.

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is AMR programme, as per FOIA [redacted] email 12.10.22 (start date subject to receipt of SC Order)

If the Contractor is to decide the completion date for the whole of the works The completion date for the whole of the works As highlighted in above

5 Payment

The activity schedule is £1,456,461.15

The tendered total of the Prices is £1,456,461.15

Resolving and avoiding disputes

If Option W1 or W2 is used The Senior Representatives of the Contractor are

Name(1) FOIA Section 40

Address for communications Unit 1, Meridian Business Park, Fleming Road, Waltham Abbey, EN93BZ.

Address for electronic communications FOIA Section 40 Personal

Name(2) FOIA Section

Address for communications Unit 1, Meridian Business Park, Fleming Road, Waltham Abbey, EN93BZ.

Address for electronic communications FOIA Section 40 Personal

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The Contractor's nomination for the Dispute Avoidance Board is

Name Clause NA

Address for communications Clause NA

Address for electronic communications Clause NA

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Clause NA

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Clause NA

named suppliers are

Clause NA

Data for the Short Schedule of Cost Components

The *people rates* are

category of person	unit	rate
AMR operative (and subcontractors)	£	50/hr

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

FOIA % (state plus or minus)

The rates for other Equipment are

Equipment	rate
As above	As above

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

category of person rate

category of person	rate
As above	As above

The rates for Defined Cost of design outside the Working Areas are

category of person rate

category of person	rate
As above	As above

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

As above

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X4, X7, X8, X9, X11, X16, X18, X21 and Y(UK)2

The *works* are

Roof Renewal and Vertical cladding work at NOC Southampton as described in the Scope

The *Client* is

Name

UK Research and Innovation

Address for communications

Polaris House, North Star Avenue,
Swindon, SN2 1FL

Address for electronic communications

roofproject@noc.ac.uk

The *Project Manager* is

Name

FOIA Section

Address for communications

Carlton House, Ringwood Road,
Woodlands, Southampton, SO40 7HT

Address for electronic communications

FOIA Section 40

The *Supervisor* is

Name

FOIA Section 40
P I

Address for communications

Carlton House, Ringwood Road,
Woodlands, Southampton, SO40 7HT

Address for electronic communications

FOIA Section 40 Personal

The Scope is in

The Site Information is in

The boundaries of the site are

The language of the contract is

The law of the contract is the law of

The period for reply is except that

• The period for reply for is

• The period for reply for is

The following matters will be included in the Early Warning Register

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

2 The Contractor's main responsibilities

If the Client has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

condition to be met	key date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

3 Time

The starting date is

The access dates are

	part of the Site	date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

The Contractor submits revised programmes at intervals no longer than

If the Client has decided The completion date for the whole of the works

The completion date for the whole of the works is

Taking over the works before the Completion Date

The Client **is not** willing to take over the works before the Completion Date (Delete as applicable)

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is

4 Quality management

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

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

The defect correction period is except that

- The defect correction period for is
- The defect correction period for is

5 Payment

The currency of the contract is the

The assessment interval is

The interest rate is % per annum (not less than 2) above the rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

FOIA Section 40 Personal Information

6 Compensation events

The place where weather is to be recorded is

The Site (National
Oceanography Centre,
Southampton)

The *weather measurements* to be recorded for each calendar month are

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

and these measurements:

Number of days with hourly average wind speed exceeding 25 knots for more than 3 consecutive hours (between 0700 and 1800hrs).

The *weather measurements* are supplied by

Met Office

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

NOC Southampton

and which are available from

Met Office

Where no recorded data
are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

%

If there are additional
compensation events

These are additional compensation events

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (2)
- (2)
- (3)

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Contractor* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration | The *arbitration procedure* is

The place where arbitration is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

If Option W1 or W2 is used | The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

ff ti

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (Delete as applicable)

The *Client's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no months longer than

The *Dispute Avoidance Board* nominating body is

X1: Price adjustment for inflation (NOT USED)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

X3: Multiple currencies (NOT USED)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on (date)

X5: Sectional Completion (NOT USED)

If Option X5 is used

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

section

description

completion date

(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion (NOT USED)

If Option X6 is used without Option X5 The bonus for the whole of the *works* is per day

If Option X6 is used with Option X5 The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>works</i> is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *works* are per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>works</i> are		<input type="text"/>

X8: Undertakings to the *Client* or Others

If Option X8 is used The *undertakings* to *Others* are provided to

The *Subcontractor undertaking* to *Others* are works provided to

The *Subcontractor* undertaking to the *Client* are works

X10: Information modelling (NOT USED)

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

--

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing

Information similar to the Project Information is, in respect of each claim

--

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

--

X12: Multiparty collaboration (not used with Option X20) (NOT USED)

If Option X12 is used

The *Promoter* is

--

The Schedule of Partners is in

The Promoter's objective is

The Partnering Information is in

X13: Performance bond (NOT USED)

If Option X13 is used The amount of the performance bond is

X14: Advanced payment to the Contractor (NOT USED)

If Option X14 is used The amount of the advanced payment is

The period after the Contract Date from which the Contractor repays the instalments in assessments is

The instalments are
(either an amount or a percentage of the payment otherwise due)

Advanced payment bond An advanced payment bond is/is not required (Delete as applicable)

X15: The Contractor's design (NOT USED)

If Option X15 is used The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

X16: Retention

If Option X16 is used The *retention free* amount is

The *retention percentage* is %

Retention bond The *Contractor* **may not** give the *Client* a retention bond (Delete as applicable)

X17: Low performance damages (NOT USED)

If Option X17 is used The amounts for low performance damages are

amount		performance level
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>

X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

N/A

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

£10,000,000 per event

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

£10,000,000 per event

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than

excluded matters, is limited to

a sum equal to 100% of the tendered total of the Prices

The *end of liability date* is

12

years after the Completion of the whole of the works

X20: Key Performance Indicators (not used with Option X12) (NOT USED)

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of months

Y(UK)1: Project Bank Account (NOT USED)

Charges made and interest paid by the *project bank* The *Contractor is/is not* to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 (NOT USED)

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

in Annex 1 (Schedule of Additional Conditions of Contract) to this contract.