Part 7: CONTRACT

It is intended to use JCT Minor Works Building Contract 2016 for all works associated with this project. The conditions of contract (general and special) and Schedule of applications and deletions are as set out below.

1. CONDITIONS OF CONTRACT

a. General Conditions

Contract

The Form of Contract shall be the Minor Works Building Contract (2016 edition), together with the "Special Conditions of Contract" and these Conditions shall be deemed to form and shall be read and construed as part of this contract.

Payment

Payments will be made for the amount of work completed, according to the rates and prices submitted in the tender. Work will be certified and payments made monthly on request. A retention of 5% will be made until the Practical Completion Certificate is issued when 2.5% will be released. The balance of Retention Fund will be paid when a Final Certificate is issued.

Practical Completion

Before a Certificate of Practical Completion, or letter accepting the works as complete, is issued the following conditions must be fulfilled:

(i) All work must be fully completed and in accordance with the Specification on the day named in the certificate. Sectional completion will be at the discretion of the Contract Administrator.

(ii) The Contractor will be responsible for any protection and maintenance as specified herein as required before practical completion.

Defects Liability Period

The defects liability period is twelve months from the date of issue of the Certificate of Practical Completion.

1. At the end of the defects liability period an inspection will be made by the Contract Administrator. All defects, both hard and soft as identified by the Contract Administrator will be made good by the Contractor at his expense.

2. Final acceptance will be confirmed, when all replacements and remedial works have been carried out to the satisfaction of the Contract Administrator.

Commencement Work is to commence on site as soon as possible after the exchange of copies of Authority's Contract documentation or the date specified in the appendix to the conditions of contract.

b. **Special Conditions**

Ref	Clause
1.1	Delay In the event that the contractor does not complete the works by the target completion date set out in the contract (or such other date agreed with the Contract Administrator) the PDNPA will recover on demand the reasonable additional cost to the Authority of the Authority's administration of the contract for such period of delay, to include but not be limited to the full employment costs of the Contract Administrator and any other staff employed by the PDNPA involved in the administration or supervision of the contract estimated at £309 for each week the project is delayed. . Such costs will not apply where the delay to the completion of the works arises from a Variation of contract, issue of Planning Approval (as set out below) or the negligence of the Authority.
1.2	Breach of Contract In the event that there is a material breach of Contract by the Contractor (in the opinion of the Contract Administrator), the Contract Administrator may on written notice to the Contractor: 1. Suspend the Contract in respect of any task that has not been satisfied by the relevant target date (or generally) and obtain, at the cost of the Contractor, the services of an alternative contractor to undertake these works; or 2. Terminate the Contract and pay the Contractor for works practically completed at the Contract Administrator's valuation and obtain, at the cost of the Contractor, the services of an alternative contractor to undertake the works. The Contractor shall proactively engage with and assist the alternative contractor to complete the Works at its own cost.
1.3	Planning Approval The Works do not require planning permission however, advice has been sort to properties I Conservation areas. These approvals may not be forthcoming until after award of the Contract. If the required approvals are not forthcoming some or all of the Works may be delayed or removed from the Statement of Works. The Employer may proceed with an amended version of the Works based on an amended Specification. The Employer may then ask the Contractor if they wish to proceed with an amended Project. If agreed, the variation of the Works as set out in the amended Specification shall be treated as a variation in accordance with the Conditions of Contract. The Contractor in undertaking the Works shall comply with all Approvals.
1.4	Gifts, Inducements and Awards

	The Employer shall be entitled to determine this Contract and to recover from the Contractor the amount of any loss resulting from such determination if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Employer or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to this Contract or any other contract with the Employer the Contractor or any other person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010P, or shall have given any fee or reward the receipt of which is an offence under the Bribery Act 2010.
1.5	Recovery of Sums due from Contractors Whenever under the Contract any sum of any money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Employer.
1.6	Confidential Information The Contractor shall treat the Contract and anything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the Works and shall not use the Site for the purpose of advertising except with the written consent of the Contract Administrator and subject to such conditions as he may prescribe.
1.7	Exclusive access to Site during the Works The Employer requires occupancy of the Site and buildings during the entirety of the Works. The Contractor shall ensure that adequate health and safety measures are in place for the Contract. If during the Contract the Contractor requires exclusive access of any part of the Site, it shall notify the Contractor Administrator by email at 48 hours' notice in advance for approval (not to be unreasonably withheld). The Contractor will take appropriate additional health and safety precautions during such exclusive occupation, shall keep such periods to a minimum and shall comply with the Contract Administrator's requirements in that regard.

2. SCHEDULE OF AMENDMENTS AND DELETIONS

Recitals	4th recital and Clause 4.2 do apply
	5th recital (CDM Regulations) applies
	6th recital does not apply
	7th recital:
	Supplemental Provision 1: does not apply
	Supplemental Provision 2: applies
	Supplemental Provision 3: does not apply
	Supplemental Provision 4: does not apply
	Supplemental Provision 5: applies
	Supplemental Provision 6: applies
Clause 2.2	Works commencement date August 2022 (or on receipt of an official purchase order, whichever is the later)
	Date for Completion: March 2022
2.10	Rectification period: 12 months
4.3	Interim Payments. See Special Conditions
	Payments due: 95% due prior to practical completion of the Works
	97.5% due on or after practical completion
4.8.1	3 months
5.3.2	Contractor's insurance (injury to persons or property): £10,000,000
5.4A	This clause shall apply (Insurance of works by Contractor- in joint names)
7.2	Arbitration – President or a Vice-President of the RICS