**MAIN BUILDING CONTRACT**

**JCT 2016 EDITION OF DESIGN AND BUILD CONTRACT**

**RELATING TO**

**[*insert name of project*]**

**ARTICLES OF AGREEMENT**

Date:

Parties:

1. **[ ]** [a limited liability partnership] [a limited liability company] with registration number [ ] whose registered office is at [ ] (the "**Employer**", which expression shall include its successors and assignees), and
2. **WILLMOTT DIXON CONSTRUCTION LIMITED** (company number 00768173) whose registered office is situated at Suite 201, The Spirella Building, Bridge Road, Letchworth Garden City Herts SG6 4ET (the “Contractor”).

This Delivery Agreement is made pursuant to the Framework Agreement dated 4th April 2022 made between **PLACES FOR PEOPLE GROUP LIMITED** and the Contractor (the ‘Framework Agreement’)

**Recitals**

Whereas:

|  |  |
| --- | --- |
| **First** | the Employer wishes to have the design and construction of the following work carried out:  at  (the “Works”) and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements (the “Employer's Requirements”); |
| **Second** | in response to the Employer's Requirements the Contractor has supplied to the Employer:   * documents showing and describing the Contractor's proposals for the design and construction of the Works (the “Contractor's Proposals”); and * an analysis of the Contract Sum (the “Contract Sum Analysis”); |
| **Third** | the Employer has examined the Contractor’s Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer’s Requirements; |
| **Fourth** | for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars; |
| **Fifth** | the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars. |
| **Sixth** | where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars; |
| **Seventh** | The Supplemental Provisions identified in the Contract Particulars apply |

**Articles**

Now it is hereby agreed as follows:

|  |  |
| --- | --- |
| **Article 1** | Contractor’s obligations  The Contractor shall carry out and complete the design and construction of the Works and accepts responsibility for the preparation and completion of the entire design of the Works. |
| **Article 2** | Contract Sum  The Employer agrees to pay the Contractor, at the times and in the manner specified in the Conditions, the VAT exclusive sum of  Pounds (£ ) (the “Contract Sum”) or such other sum as shall become payable under this Contract.  If the Contractor has been instructed by the Employer to commence works on the Site prior to the date of this Contract then any payments made to the Contractor prior to the date of this Contract shall be treated as payments on account of the Contract Sum and all works done by the Contractor prior to the date of this Contract shall be deemed to have been done pursuant to this Contract. |
| **Article 3** | Employer’s Agent  For the purpose of this Contract the Employer's Agent is  or such other person as the Employer shall nominate in his place. Save to the extent that the Employer may otherwise specify by written notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions. |
| **Article 4** | Employer’s Requirements and Contractor’s Proposals  The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars. |
| **Article 5** | Principal Designer  The Principal Designer for the purpose of the CDM Regulations is:  or, if he ceases to be the Principal Designer, such other person as the Employer shall appoint pursuant to the CDM Regulations. |
| **Article 6** | Principal Contractor  The Principal Contractor for the purposes of the CDM Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to the CDM Regulations.  The Contractor warrants to the Employer that he has the necessary expertise to undertake the role of Principal Contractor as defined in the CDM Regulations and has sufficient resources and will allocate those resources to the fulfilment of his duties as Principal Contractor. |
| **Article 7** | Adjudication  If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2. |
| **Article 8** | Arbitration  Arbitration shall not apply |
| **Article 9** | Legal proceedings  Subject to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract. |
| **Article 10** | Parent Company Guarantee  If so stated in the Contract Particulars the Contractor will obtain and deliver to the Employer upon execution of this Contract a guarantee of its obligations in the form annexed at Schedule 8 hereunder duly executed by the parent company of the Contractor in the form set out in Schedule 8 |
|  |  |
| **Article 11** | Performance Security – Performance Bond  If so stated in the Contract Particulars the Contractor shall provide a performance bond in the amount stated in the Contract Particulars in the form set out in Schedule 9 within 15 Working Days of the date of this Contract. |
| **Article 12** | Collateral Warranties  From time to time as the Employer may require the Contractor will within 14 days of any request execute and deliver to the Employer a warranty executed by the Contractor in the relevant forms annexed as Schedule 10 in favour of any Interested Party.  From time to time as the Employer may require but within 28 days of any request, the Contractor will procure that any Consultant and/or any Relevant Sub-contractor will, as the Employer shall so direct, give effect to and abide by the Schedule of Third Party Rights (Consultants) or the Schedule of Third Party Rights (Sub-Contractors) in the forms annexed at Schedules 13A in the case of Consultant or Schedule 13B in the case of Relevant Sub-contractors, or execute and deliver to the Employer a warranty in the relevant forms annexed at Schedule 12 (in the case of a Consultant) and in the forms annexed as Schedule 11 (in the case of a Relevant Sub-contractors) in favour of any Interested Party  Any Interested Party in whose favour such a collateral warranty has been executed and delivered to the Employer will no longer be entitled to enforce the Interested Party Rights.  The Contractor shall be entitled to request reasonable amendments to the forms of collateral warranty in Schedules 11 and 12 to reflect the professional indemnity requirements of the Consultants and the Relevant Sub-Contractors (including provision of product liability cover in place of professional indemnity where appropriate) and to reflect amendments requested by Relevant Sub-Subcontractors (such as lift installers). |
| **Article 13** | Limitation Period  The limitation period applicable to any action brought under or in connection with this Contract is 12 years from Practical Completion of the Works (or the final Section), whatever the manner in which it is executed. |
| **Article 14** | Novated Consultants  The Contractor shall enter into novation agreements with the Novated Consultants (if any) within 7 days of the date hereof in the form annexed as Schedule 14. For the avoidance of doubt any reference in this Contract to sub-contractors, suppliers or sub-consultants shall include the Novated Consultants and any other consultant appointed by the Contractor unless the context otherwise requires. |
| **Article 15** | JCT Design and Build Contract 2016 |
|  | Incorporation and amendment of Joint Contracts Tribunal Design and Build Contract (DB) (2016 Edition)  These Articles of Agreement shall incorporate all the provisions of the Joint Contracts Tribunal Design and Build Contract (DB) (2016 Edition) (“DB 2016”) except that:   * the Articles of Agreement contained in DB 2016 shall be replaced in their entirety by these Articles of Agreement; * the Contract Particulars contained in DB 2016 shall be replaced in their entirety by the Contract Particulars attached to these Articles of Agreement; * the Conditions contained in DB 2016 shall be amended as provided in Schedule of Amendments annexed to these Articles of Agreement; and   the Conditions contained in DB 2016 shall be construed as varied accordingly and if there is any discrepancy between the Conditions and the amendments contained in these Articles of Agreement, the wording of the amendments shall prevail. |

**Contract Particulars**

Part 1: General

|  |  |  |
| --- | --- | --- |
| *Clause etc.* | *Subject* |  |
| Fourth Recital and clause 4.5 | Construction Industry Scheme (CIS) | The Employer at the Base Date is a ‘contractor’/is not a ‘contractor’ for the purposes of the CIS |
| Fifth Recital | Description of Sections (if any) (*If not shown or described in the Employer’s Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown*.) | Not applicable/Applicable |
| Sixth Recital | Framework Agreement (if applicable *(State date, title and parties.)* | [ ] |
| Seventh Recital and Part 1 of Schedule 2 | Supplemental Provisions – Part 1  (where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision does not apply.) |  |
|  | Named Sub-Contractors | Supplemental Provision 1 applies/does not apply |
|  | Valuation of Changes – Contractor’s estimates | Supplemental Provision 2 applies/does not apply |
|  | Loss and expense – Contractor’s estimates | Supplemental Provision 3 applies/does not apply |
| Seventh Recital and Part 2 of Schedule 2 | Supplemental Provisions – Part 2  (where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision does not apply.) |  |
|  | Acceleration Quotation | Supplemental Provision 4 applies/does not apply |
|  | Collaborative Working | Supplemental Provision 5 applies/does not apply |
|  | Health and Safety | Supplemental Provision 6 applies/does not apply |
|  | Cost savings and value improvements | Supplemental Provision 7 applies/does not apply |
|  | Sustainable development and environmental considerations | Supplemental Provision 8 applies/does not apply |
|  | Performance indicators and monitoring | Supplemental Provision 9 applies/does not apply |
|  | Notification and negotiation of disputes | Supplemental Provision 10 applies/does not apply |
|  | Where Supplemental Provision 10 applies, the respective nominees of the Parties are | Employer’s Nominee:  Contractor’s Nominee:  or such replacement as each Party may notify to the other from time to time |
| Article 4 | Employer's Requirements *(State reference numbers and dates or other identifiers of documents in which these are contained.)* |  |
| Article 4 | Contractor’s Proposals (*State reference numbers and dates or other identifiers of documents in which these are contained*.) |  |
| Article 4 | Contract Sum Analysis (*State reference numbers and dates or other identifiers of documents in which these are contained*.) |  |
| Article 8 | Arbitration | Article 8 and clauses 8.3 to 9.8 (Arbitration) do not apply |
| Article 10 | Parent Company Guarantee | Not applicable/As contained in Schedule 8 to this Contract |
| Article 11 | Performance Bond | Not Applicable /As contained in Schedule 9 to this Contract |
| Article 14 | Novated Consultants | Not Applicable /To be novated as required in Schedule 14 to this Contract |
| 1.1 | Base Date | [ ] |
| 1.1 | BIM Protocol (where applicable)  (*State title, edition, date or other identifiers of the relevant documents)* |  |
| 1.1 | Date for Completion of the Works  (*where completion by Sections does not apply)* | [ ] |
| 1.1 | Sections: Dates for Completion of Sections | Section 1 – Not applicable  Section 2 – Not applicable |
| 1.7 | Addresses for service of notices etc by the Parties (*If none is stated, the address in each case, unless and until otherwise agreed and subject to clause 1.7.2, shall be that shown at the commencement of the Contract*.) | Employer:  for the attention of [the Company Secretary]  Fax:  Contractor:  Willmott Dixon Construction Limited,  Suite 201, The Spirella Building, Bridge Road, Letchworth Garden City, Herts SG6 4ET  for the attention of the Company Secretary  Fax: 01462 681852 |
| 2.3 | Date of Possession of Site  (*where possession by Sections does not apply)* | [ ] |
| 2.3 | Sections: Dates of Possession of Sections | Section 1: – Not applicable  Section 2: – Not applicable |
| 2.4 | Deferment of possession of Site  (*where possession by Sections does not apply)* | Clause 2.4  Applies/does not apply  Maximum period of deferment (if less than 6 weeks) |
| 2.4 | Sections: deferment of possession of Sections | Clause 2.4  Applies/does not apply  Maximum period of deferment (if less than 6 weeks) |
| 2.17.3 | Limit of Contractor’s Liability for loss of use etc. (if any) | £1,000,000.00 |
| 2.29.2 | Liquidated Damages  (*where completion by Sections does not apply)* | £0(NIL) PER WEEK OR PART THEREOF |
| 2.29.2 | Liquidated Damages  Sections: rate of liquidated damages for each Section | Section 1: –£0(NIL) PER WEEK OR PART THEREOF  Section 2: –£0(NIL) PER WEEK OR PART THEREOF |
| 2.34 | Sections: Section Sums | Section 1: –£0(NIL) PER WEEK OR PART THEREOF  Section 2: – £0(NIL) PER WEEK OR PART THEREOF |
| 2.35 | Rectification Period (*where completion by sections does not apply)* (*If no other period is stated, the period is 6 months*.)  Sections: Rectification Periods (*If no other period is stated, the period is 6 months*.) | [ ] months from the date of practical completion of the Works  Section 1 – [ ] months  Section 2 – [ ] months  from the date of practical completion of each Section |
| 4.2, 4.13 and 4.13 | Fluctuations Provisions (*Unless another option or entry is selected JCT Fluctuations Option A applies*.) | JCT Fluctuations Option A applies/  JCT Fluctuations Option B applies/  JCT Fluctuations Option C applies/  No Fluctuations options applies/  The following Fluctuations Provisions applies/ |
|  | JCT Fluctuations Option A (paragraph A.12) or Option B (paragraph B.13) – percentage addition | [ TBA ] per cent |
|  | JCT Fluctuations Option C (paragraph C.1.2) – Formula Rules | Rule 3: Base Month  Rule 3: Non-adjustable Element  [ ] per cent  Rules 10 and 30(i) |
|  | (*Unless Part II is stated to apply, Part I applies)* | Part I/Part II of Section 2 of the Formula Rules applies |
| 4.6 | Advance Payment  (*Not applicable where the Employer is a Local Authority*) | Clause 4.6 applies/does not apply  If applicable the advance payment will be  per cent of the Contract Sum and will be paid to the Contractor on  it will be reimbursed to the Employer in the following amount(s) and in the following time(s) |
| 4.6 | Advance Payment Bond (*Not applicable where the Employer is a Local Authority*) (*Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required*.) | An advance payment bond is/is not required |
| 4.7.1 | Method of payment – alternatives (*If no Alternative is selected, Alternative B applies*) | By stages in accordance with Alternative A (clause 4.12)  periodically in accordance with Alternative B (clause 4.14) |
|  | Alternative A: Stage Payments | The stages are  Set out in the following document  As follows: |
|  | Stages (*insert brief description)* | Cumulative Value  £  £  £ |
| 4.7.2 | Interim Payments – Interim Valuation Dates  (*The dates apply for each Alternative*: (*If no date is stated, the first Interim Valuation Date is one month after the Date of Possession)* | The first date is [ ] and thereafter the same date in each month or the nearest Business Day in that month |
| 4.15.4 | Listed Items – uniquely identified | Not applicable |
| 4.15.4 | Listed Items – not uniquely identified | Not applicable |
| 4.17.1 | Contractor’s Retention Bond | Clause 4.17 does not apply |
| 4.18.1 | Retention Percentage (*The percentage is 3 per cent unless a different rate is stated*. If no retention is required insert ‘Nil’ or ‘0’) | Nil per cent. |
| 5.5 | Daywork | Not applicable |
| 6.4.1. | Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than | £10,000,000 (Ten million pounds).  for any one occurrence or series of occurrences arising out of one event |
| 6.5.1 | Insurance – liability of Employer | Not applicable |
| 6.7 and Schedule 3 | Insurance of the Works – | Schedule 3:  Insurance Option A applies and the Contractor shall be required to maintain CAR cover of a sum equivalent to the Contract Sum and public liability cover Five Million Pounds (£5,000,000) |
| 6.7 and Schedule 3 | Percentage to cover professional fees (*If no other percentage is stated, it shall be 15 per cent*.) | Included in sum insured |
|  | Where Insurance Option A applies and cover is to be provided under the Contractor’s annual renewal policy (paragraph A.2), the annual renewal date is (*as supplied by the Contractor*) | 1 March |
| 6.10 and Schedule 3 | Terrorism Cover | Required and to be included in Option A (Pool re Cover) |
| 6.15 | Professional Indemnity insurance |  |
|  | Level of cover (*If an alternative is not selected, the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated*.) | Amount of indemnity required   * relates to claims or series of claims arising out of one event * is the aggregate amount for any one period of insurance ***(applies by default to all claims relating to Fire Safety)*** |
|  | (*If no amount is stated, insurance under clause 6.15 shall not be required*.) | and is  £5,000,000.00 (Five Million Pounds) |
|  | Cover for pollution and contamination claims (*If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount*.) | Is required with a sub-limit of indemnity of £1,000,000 (one million pounds) |

|  |  |  |
| --- | --- | --- |
|  | Expiry of required period of Professional Indemnity insurance is (*If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works*) | twelve (12) years from practical completion of the Works |
| 6.14 | Joint Fire Code | The Joint Fire Code |
|  | If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a "Large Project". | applies / does not apply  Yes/No |
| 6.17 | Joint Fire Code – amendments / revisions (*The cost shall be borne by the Contractor unless otherwise stated*.) | The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Employer/the Contractor |
| 7.2 | Assignment by Employer of rights under clause 7.2 (*if neither entry is deleted, clause 7.2 applies)*  Sections: rights under clause 7.2 *(if clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only)* | Clause 7.2  applies/does not apply  Rights under clause 7.2 apply to each Section |
| 7.3.1 | Performance bond or guarantee from bank or other approved surety  (*If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required)*  The required form of bond or guarantee is set out in Schedule 9 if used  Initial Value  Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be  (*if no entry is selected, the date shall be date of practical completion of the Works)*  Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is  *(if no other percentage is stated, it shall be 50 per cent.)* | is required/is not required  Ten per cent of the contract sum  As set out in the required forms  As set out in the required forms |
| 7.3.2 | Guarantee from the Contractor’s parent company  Parent company’s name and registration number  The required form of guarantee is set out in | is required/is not required  Willmott Dixon Holdings Limited (00198032)  Schedule 8 |
| 7.4 | Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Right, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works, either as third party rights or by collateral warranties (‘Rights Particulars’) are set out in the following documents  (*State reference number and date or other identifier of the relevant document)* | Set out in Schedules 10, 11, 12 and 13 |
| 8.9.2 | Period of suspension (*If none is stated, the period is 2 months*.) | two (2) months |
| 8.11.1.1 to 8.11.1.6 | Period of suspension (*If none is stated, the period is 2 months*.) | two (2) months |
| 9.2.1 | Adjudication |  |
|  | Nominating Body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) (*Where an Adjudicator is not named and a nominator has not been selected, the nominator shall be one of the nominators listed opposite selected by the Party requiring the reference to adjudication*) | President or Vice-President of the Royal Institution of Chartered Surveyors |
| 9.4.1 | Arbitration | Not applicable |

**Part 2: Third Party Rights and Collateral Warranties**

Delete Sections A-E in Part 2 of the Contract Particulars in its entirety and insert

“See Article 12 and Schedule of Amendments”

EXECUTED BY THE EMPLOYER

|  |  |  |
| --- | --- | --- |
| Executed as a deedby  acting by: | ) ) ) |  |
|  |  | Director |
| EXECUTED BY THE CONTRACTOR |  | Director |
| Executed as a deed **WILLMOTT** **DIXON CONSTRUCTION** **LIMITED** acting by: | ) ) ) |  |
|  |  | Director |
|  |  | Director/Secretary |

**SCHEDULE OF AMENDMENTS TO THE JCT DESIGN AND BUILD CONTRACT 2016 EDITION**

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Schedule 12A - Consultant Warranty – Funder

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Schedule 12C – Consultant Warranty – Purchaser/Tenant

Schedule 13A – Schedule of Third Party Rights (Consultants)

Schedule 13B – Schedule of Third Party Rights (Sub-Contractors)

Schedule 14 – Consultant Novations

**AMENDMENTS TO THE CONDITIONS**

**Section 1: Definitions and interpretations**

Make the following amendments to clause 1.1:

|  |  |
| --- | --- |
| “Consultants: | Add a new definition  the architect, structural engineer and any mechanical & electrical engineer any other consultant with a responsibility for any material design of the Works or any part |
| “Fire Safety Strategy” | means the specifications and drawings setting out the detailed design for the Works and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the Works including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in and forming part of the Contractor’s Proposals. |
| Funder: | Delete this definition and substitute  “any company, bank, institution or person providing finance in connection with or secured upon the Works or any part thereof.” |
| Funder Rights: | Delete this definition |
| Funder Rights Particulars: | Delete this definition |
|  |  |
| Interested Party Rights:  Key Materials:   |  |  | | --- | --- | |  |  | |  |  | | The rights in favour of an Interested Party set out in Schedules 13A and 13 B  “**Key Materials**” means the materials identified in Appendix [ ] annexed”  “**Key Materials Delay Event**” means any delay in procuring Key Materials as identified in Appendix [ ] annexed”    “**Key Materials Price Event**” means any increase in Key Materials as identified in Appendix [ ] annexed” |
| Novated Consultants | The design consultants appointed by the Employer (and/or others) prior to the date hereof and to be novated to the Contractor in the form of the agreements (if any) set out Schedule 14 |
| P&T Rights | Delete this definition |
| P&T Rights Particulars: | Delete this definition. |
| Purchaser | Delete this definition and substitute  “any first person who acquires a long leasehold interest for a premium or the transfer or a freehold in any party of the Works but not including any purchaser of ten or less of any of the residential units” |
| Relevant Sub-Contractors: | Add new definition  “any subcontractor appointed by the Contractor to carry out any of the following elements of the Works:  ● piling;  • structural steelwork;  • lifts and escalators;  • roofing/curtain walling and other forms of cladding;  • mechanical and electrical systems  • heating and ventilation systems;\* |
| Tenant | Delete this definition and substitute  “any first person who acquires a leasehold interest for a market rent in the Works or any part but not including any purchaser of ten or less of any of the residential units” |

**Clause 1.3**

1.3 ­DELETE and INSERT

“1.3 The Contract and these Conditions are to be read as a whole but where there is a discrepancy or conflict between or within the Contract Documents, the Schedule of Amendments will prevail over all these Conditions. The Articles, the Recitals, the Conditions and the Contract Particulars shall prevail over all contract Documents and the Conditions.”

**Clause 1.6**

1.6 DELETE and INSERT

“1.6 Save as provided for by way of Interested Party Rights and subject to clause 7 this Contract is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999”

**Clause 1.11** INSERT new clause and renumber existing Clause 1.11 as Clause 1.12

“**Works deemed to be done under this Contract**

Notwithstanding the date of this Contract:

1.11.1 any Works carried out and services supplied by the Contractor prior to the date of this Contract and any instructions or letters of authority given by the Employer to the Contractor relating thereto are deemed to have been carried out under this Contract; and

1.11.2 all and any payments made and/or to be made by the Employer to the Contractor, if any, in respect of such Work are deemed to be payments on account of the Contract Sum and/or such other sum as shall become payable from the Employer to the Contractor under this Contract and no further sums are due from the Employer and the Contractor has no rights or claims in respect of or arising out of such Works”.

**Section 2: Carrying out of the Works**

**Clause 2.1.5**

INSERT new clause 2.1.5

“2.1.5 The Contractor will report to the Employer monthly in writing (or more frequently as may be reasonably required by the Employer) but any such report to be included in each application for payment:

2.1.5.1 comparing the progress of the design and the execution of the Works with the then current works programme and will promptly advise the Employer in the event of delay or disruption and will set out the measures which the Contractor is taking or proposes to take to minimise or make good such delay or disruption and will ensure the proper integration, co-ordination and compatibility of the various components and elements that make up the Works, one with another and the remainder of the Works.

2.1.5.2 providing details of the Consultants and Relevant Sub-Contractors appointed in relation to the Works and details of all sums paid to all such Consultants and Relevant Sub-Contractors.

2.1.5.3 providing details that it considers each of the activities or elements of the Works to be provided by the Contractor completed at the date of the application; and

**Clause 2.1.6**

INSERT new clause 2.1.6

“2.1.6 No admission, consent, appraisal, comment, sanction, approval, direction, confirmation, acknowledgement, guideline or advice made or given by or on behalf of the Employer or the Employer’s Agent under this Contract shall in any way extinguish, exclude, qualify or limit the duties, responsibilities, obligations and liabilities of the Contractor hereunder”

**Clause 2.1.7**

INSERT new clause 2.1.7

“2.1.7 The Employer has obtained detailed planning permission and certain other approvals for the Works and copies of such permissions and approvals are set out in the Employer’s Requirements.”

2.1.7.1 The Contractor shall obtain at its own cost and risk any other agreements, licences and approvals (including Building Regulation and reserved matters approvals) necessary for the Works. The Contractor shall be responsible for the discharge of any conditions attached to the detailed planning permission (save to the extent detailed in any schedule of derogations forming part of the Employer’s Requirements) and for compliance with the terms of any other approvals obtained in relation to the Works insofar as such discharge and/or compliance can be secured prior to the date of practical completion of the Works.

2.1.7.2 The Contractor acknowledges that it will be responsible to the Employer in respect of any matters arising directly or indirectly in relation to the Works which result in any breach of any permissions, agreements, licences and approvals as set out in the Employer’s Requirements and any other agreements, licences and approvals obtained by the Employer in relation to the Works.

**Clause 2.2.1**

* + 1. After the first sentence of clause 2.2.1 INSERT: “Subject to the foregoing, all materials and goods shall be new (save where recycled materials may be used to secure BREEAM points and such use shall be subject to the Employer’s Agent’s prior approval) and appropriate for their use and compliant with the Employer’s Requirements save that no warranty of fitness for purpose shall be implied”

**Clause 2.2.6**

INSERT new clause 2.2.6

“2.2.6 The Contractor warrants to the Employer, subject to clause 2.17.1 that to the extent the Contractor either is obliged to specify or approve products or materials for use in the Works or does so specify or approve, the Contractor shall not specify, approve or use any products or materials which are not in conformity with:

2.2.6.1 any British Standard or EU equivalent, codes of practice or good building practice or techniques where such Standards, codes, building practices or techniques exist for the material concerned;

2.2.6.2 the report entitled “Good Practice in the Selection of Construction Materials 2011”, published by the British Council of Offices and the BRE Digest(or any updated versions of that Guidance of Digest; or

2.2.6.3 any publication of the Building Research Establishment related to the specification of products or materials; or

2.2.6.4 which are generally accepted or generally suspected in the construction industry and/or by design and build contractors at the relevant time as

.1 posing a threat to health and safety of any person;

.2 posing a threat to the structural stability or performance or physical integrity of the Stadium Works or any part or component thereof;

**Clause 2.2.7**

INSERT new clause 2.2.7

“2.2.7 If in the performance of his duties under this Contract, the Contractor becomes aware that he or any person has specified, approved or used any such products or materials covered by clause 2.2.6, the Contractor shall immediately give written notice to the Employer of the same.”

**Clause 2.2.8**

INSERT new clause 2.2.8

“2.2.8 Clauses 2.2.6 and 2.2.7 do not create any additional duty for the Contractor to inspect or check the work of others which is not required by this Contract.”

**Clause 2.8A**

INSERT new clause 2.8A:

”**2.8A** **Copies of Contractor’s Design Documents**

The Contractor shall provide to the Employer sufficient copies of the Contractor’s Design Documents from time to time in order to allow the Employer to distribute the same to any other persons carrying out Related Works who may require such documents for co‑ordination and record purposes.”

**Clause 2.9**

RENUMBER existing clause 2.9 as 2.9.1 and INSERT new clauses 2.9.2 to 2.9.3

“2.9.2 The Contractor shall be deemed to have ascertained fully and shall accept full responsibility for ascertainment of the physical and surrounding conditions that affect the site including without limitation access to, through and from the site, the ground to be excavated and/or built upon, any existing structures on the site, the ground and geophysical conditions, the load bearing and other relevant properties, contamination risks only to the extent identified in any surveys or reports provided to the Contractor prior to the date of this Agreement, local conditions and facilities, adequacy in relation to means of access to and across the site of the Works.”

* + 1. The Contractor shall be responsible for and hold the Employer indemnified from cleaning up and otherwise dealing with any contamination at the site of the Works for which the Contractor is responsible so that it shall at all times comply with the obligations under this Agreement including (without limitation) complying at its own cost with any applicable legislation and all permissions, consents, approvals, certificates, permits, licences and authorisations of any statutory body or other authority for the carrying out of the Works
    2. DELETE clause 2.14.2 and SUBSTITUTE:

“Where there is a discrepancy or conflict between or within the Contract Documents the Schedule of Amendments will prevail over all other Contract Documents other than the Articles of Agreement, the Conditions, the Supplementary Provisions and the Appendices will prevail over all Contract Documents other than the Schedule of Amendments. Where there is a discrepancy between the Employers Requirements and the Contractor’s Proposals the Employer’s Requirements shall prevail over the Contractor’s Proposals save the schedule of derogations (if any) included in the Employer’s Requirements shall otherwise prevail over the Employer’s Requirements”

**Clause 2.17**

2.17 DELETE clause 2.17.1 to 2.17.3 and SUBSTITUTE new 2.17.1 to 2.17.4

“2.17.1 The Contractor warrants that

* + - 1. it has exercised and will continue to exercise in the design of the Works all the reasonable skill and care as may be expected of a properly qualified and experienced designer of the appropriate discipline(s) for such design, experienced in carrying out the design of works of a similar size, scope, nature, timescale and complexity and on a similar site or at a similar location to the Works, and
      2. it accepts sole responsibility for the design of the Works (including any design prepared by or on behalf of the Employer) and for the selection and standards of all materials, goods and workmanship forming part of the Works, and
      3. the design of the Works will be in accordance with any performance specification or requirement included in the Employer’s Requirements, and
      4. the design of the Works will comply with all Statutory Requirements.
      5. it will at its own expense apply for, obtain, maintain and implement all such requisite consents (to the extent it is the responsibility of the Contractor to procure such requisite consents) as are required for the design, carrying out and completion of the Works and the Contractor shall supply free of charge to the Employer a copy of the applications for any such consents (with copies of all drawings and other documents) and a copy of each such consent obtained. The Contractor will comply with and implement the conditions attached to any requisite consent to the extent that such conditions are in connection with the design, carrying out and completion of the Works so as not to prejudice the renewal or continuation of any such requisite consent and procure that none of the requisite consents are breached or revoked by it or any party for whom it is responsible and that all requisite consents remain in full force and effect for such time as is necessary for the Contractor to have performed its obligations under this Agreement.
      6. it will be responsible for determining the location of such services and utilities as may be on the Sites where it shall be required to carry out any part of the Works and shall make and rely on all necessary investigations and surveys as to such services and utilities and to the extent required to do so in accordance with the Employer’s Requirements make provision for lawfully diverting, laying, installing, disconnecting or otherwise dealing as may be necessary with any services and utilities not within the site of the Works and will pay all costs and expenses to any statutory body or relevant authority in relation thereto. The Employer shall co-operate with the signing of any agreement to be entered into pursuant to any requisite consent

2.26 **Clause 2.26** –

2.26.12 INSERT at the end of this clause before the full stop the following “which for the avoidance of doubt will be a Change”.

2.26.14 INSERT after the words “force majeure” and before the full stop the following:- “provided that “force majeure” includes the impact of coronavirus on the Contractor’s ability to source materials, staff and or labour and any reference to “force majeure” in this Contract shall be construed on this basis”

INSERT new clauses 2.26.15, ~~and~~ 2.26.16, 2.26.17, 2.26.18

2.26.15 “a shortage in the supply of labour affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works caused as a consequence of legislation limiting the right of European citizens to work, remain or enter the United Kingdom”

2.26.16 “a delay in the procurement or transportation of any goods or materials affecting any of the trades employed upon the Works caused as a consequence of legislation limiting the free movement of goods and materials to the United Kingdom arising out of legislation relating to the withdrawal of the United Kingdom from the European Union”

2.26.17 “any change to the Fire Safety Strategy after the Base Date required as a result of any direction, interpretation or requirement of any statutory body or relevant third party, including but not limited to any local authority building control or approved inspector and which affects the execution of the Works shall be treated as a Change for the purposes of this Contract”

2.26.18 “a **Key Materials Delay** Event and/or a **Key Materials Price** Event”

**Clause 2.27**

2.27 INSERT a new clause 2.27A, 2.27B, 2.27C, ~~and~~ 2.27D, 2.27E and 2.27F

“2.27A For the purposes of the foregoing practical completion means a state in which the Works are (or any Section is) complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works or Section; provided that where it is expressly stated in any provisions of the Contract Documents that the testing, commissioning, regulation or adjustment of any mechanical or electrical services is to be completed, or any other thing is to be done, before the practical completion of the Works or any Section, the Works or Section shall not be considered to be practically completed until the same is completed or done as the Contract Documents require.

2.27B The Employer shall not be obliged to issue a Practical Completion Statement or Section Completion Statement until the Contractor has supplied the Employer with the following, for either the Works or the relevant Section:

.1 the health and safety file under the CDM Regulations

.2 all documentation required under clause 2.37 (As-built drawings) has been supplied; and

.3 maintenance manuals

.4 all required collateral warranty agreements, and

.5 energy performance certificates as required by Part L of the Building Regulations

2.27C Prior to the anticipated date of Practical Completion the Employer’s Agent shall provide to the Contractor a schedule of all minor items of work and/or minor defects that remain to be completed and/or made good (“Snagging Items”). The Employer, at his discretion, may issue a Practical Completion Statement notwithstanding that Snagging Items remain to be completed and/or made good and such Snagging Items shall be completed and/or made good within 14 days (or such shorter period specified by the Employer) of practical completion.

2.27D Without limiting or prejudicing any of the obligations and liabilities of the Contractor under this Contract, the Contractor shall carry out the Works with due expedition and without delay and at all times in compliance with the instructions of the Employer and the contract programme.

2.27E Where and to the extent any method, system, design, product or materials that are expressly set out in the Fire Strategy Document and/or in any Specification, information or Drawings prepared by or on behalf of the Employer have been installed and fitted by the Contractor and building regulation approval has been issued then the issue of such building regulation approval on practical completion of the Works shall be deemed conclusive evidence that such method, system, design products or materials comply with such requirements of this Contract in respect of all regulations connected with such approval, the Statutory Requirements and, in particular, the Building Control Regulations.

2.27F Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -

1. no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the Works to be delivered under this Contract and/or method, system, design, products and materials provided by the Contractor, and
2. the Contractor in delivering the Works and complying with the requirements of the Contract and any documents forming part of the Contract shall exercise reasonable skill and care and shall have the like liability to the Employer, whether under statute, this contract or otherwise, as would an architect or, as the case may be, any other appropriate professional designer holding himself out as competent to take on such work for such design and material selection who, acting independently under a separate contract with the Employer, has supplied such design for or in connection with the works to be carried out by a building contractor who is not the supplier of the design.”

**Section 3: Control of the Works**

**Clause 3.2**

RENUMBER clause 3.2 as clause 3.2.1

INSERT new clauses 3.2.2 and 3.2.3:

“3.2.2 Without prejudice to clause 3.2.1, the Contractor shall, prior to commencement of the Works and with the prior written consent of the Employer, appoint suitably skilled, qualified and experienced key personnel to the roles specified in the Contractor’s Proposals who shall effectively and diligently supervise the integration, co-ordination and execution of the Works on behalf of the Contractor. As and when reasonably requested to do so by the Employer, the key personnel and the Contractor's servants, agents, suppliers, sub-contractors or sub-consultants as may from time to time be necessary shall attend meetings convened by or on behalf of the Employer in connection with the Works.

3.2.3 The Contractor shall not remove or replace any member of key personnel without the prior written consent of the Employer (which consent shall not be unreasonably withheld or delayed). The Employer shall be entitled, after consultation with the Contractor, to request the removal of any such member of key personnel if, in the Employer's opinion, his performance or conduct is or has been unsatisfactory and the Contractor shall promptly remove and replace such person with a person or persons approved by the Employer.”

**Section 4: Payment**

**Clause 4.8**

* + 1. INSERT the following to the end of the clause:

“Each application for payment shall be accompanied by a detailed price statement showing the sum the Contractor considers to be due for each Section of the Works and details of the work executed or materials supplied to each Section and annotated and subdivided into the same sections and elements as in the Contract Sum Analysis”

**Clause 4.18**

4.18 DELETE

**Clause 4.21** – INSERT new clauses 4.21.6 ~~and~~ 4.21.7, 4.21.8 and 4.21.9

4.21.6 “a shortage in the supply of labour affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works caused as a consequence of legislation limiting the right of European citizens to work, remain or enter the United Kingdom”

4.21.7 “a delay in the procurement or transportation of any goods or materials affecting any of the trades employed upon the Works caused as a consequence of legislation limiting the free movement of goods and materials to the United Kingdom arising out of legislation relating to the withdrawal of the United Kingdom from the European Union”

4.21.8 “Any matter directly or indirectly arising out of or in connection with Coronavirus and/or COVID-19”

4.21.9 a **Key Materials Delay** Event and/or a **Key Materials Price** Event”

**Section 5: Changes**

***Amend clause 5.1 by adding:***

***“5.1.3 After the Base Date any increase in the prices for [details or materials or packages] in excess of those assumed by the Contractor in the Contract Sum Analysis”***

**Clause 5.8**

INSERT new clause 5.8:

“**5.8 Documents to be submitted by Contractor in relation to a Change**

In respect of any instruction for a Change, the Contractor shall submit to the Employer as soon as reasonably practicable following an instruction and in any event not later than twenty (20) Business Days after a request:

.1 the Contractor’s estimate of the value of the adjustment to the Contract Sum, supported by all necessary calculations by reference to the Contract Sum Analysis (including a breakdown of the prices or other information required to verify the estimate, if required);

.2 the additional resources (if any) required to comply with the instructions;

.3 a method statement for compliance with instructions of the Employer (if relevant and only to the extent achievable within the prescribed timescale);

.4 an estimate of any direct loss and/or expense, not included in any other estimate, which could or might reasonably be expected to result from the regular progress of the Works or any part of them being materially affected by compliance with such instruction for a Change;

.5 drawings, specifications and design details necessary for compliance with the instructions of the Employer (if relevant and only to the extent achievable within the prescribed timescale and provided that the Contractor shall not be required to provide more than a list of such information);

.6 an indication of the effect (if any) on the relevant Completion Date(s); and

.7 such other information and details as the Employer may reasonably require.”

**Clause 5.9**

INSERT new clause 5.9:

“**5.9 Request for an estimate**

The Employer may also require the Contractor to provide information in accordance with clause 5.8 in any instruction requesting an estimate for a potential Change. The Contractor shall not be entitled to any adjustment of the Contract Sum nor to an extension of time by reason of a request for an estimate pursuant to this clause 5.9 or in the event that the Employer does not issue an instruction for a Change following receipt of an estimate provided that the Contractor”

**Section 6: Injury, Damages and Insurance**

**Clause 6.2A**

INSERT new clause 6.2A:

“**6.2A** **Contractor’s liability for interference with neighbours**

Without prejudice to the generality of clauses 6.1, 6.1A and 6.2, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever arising or resulting from any nuisance (including any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris) or other interference with the rights of any adjoining or neighbouring landowner, tenant, occupier or statutory authority arising out of the carrying out of the Works and shall assist the Employer in defending any claim or proceedings which may be instituted thereto. The Employer shall, if so requested by the Contractor, supply the Contractor in such time as may be reasonable, having regard to the time and nature of such request, any relevant information in the possession of the Employer relating to the rights of such third parties. The Contractor shall be responsible for any and all expense, liabilities, losses, claim and proceedings whatsoever resulting from any such nuisance or interference, save only where such nuisance or interference is the inevitable consequence of an instruction from the Employer or Employer's Agent.”.

**Clause 6.2B**

INSERT new clause 6.2B:

“**6.2B** **Coordination of Works with neighbours**

If the carrying out of the Works may necessitate interference with the rights of neighbouring landowners and others referred to in clause 6.2A (including the oversailing of tower crane jibs) then the Contractor shall without cost to the Employer obtain the prior written agreement of any such party which shall be subject to the Employer's approval before execution. The Contractor shall comply with the provisions of any such agreement. The Contractor shall not be entitled to make any claim against the Employer, whether for an extension of time under clause 2.25.1, reimbursement of loss and/or expense under clause 4.20, any addition to the Contract Sum or otherwise in relation to the Contractor complying with the obligations set out in this clause 6.2B.”.

**Section 7: Assignment, Third Party Rights and Collateral Warranties**

**Clause 7.1**

7.1 DELETE clause 7.1 and SUBSITUTE:

“7.1.1 The Contractor shall not, without the prior written consent of the Employer, assign the benefit of and his rights and benefits under this Contract. The Employer may, without the consent of the Contractor, assign the benefit of and its rights and benefits under this Contract and in this Contract the term “Employer” shall be construed accordingly.

* + 1. The Contractor shall not contend that any person to whom the benefit of this Contract is assigned under clause 7.1.1 is precluded from recovering under this Contract any loss incurred by such assignee resulting from any breach of this Contract, (whenever happening) by reason that such person is an assignee and not the named Employer hereunder.”

**Clause 7.2**

* 1. DELETE clause 7.2.

**Clauses 7A, 7B, 7C, 7D and 7F**

Delete clauses 7A, 7B, 7C, 7D and 7F

**Schedule 3:** **Insurance Options**

**Insurance Option A**

**New Buildings – All Risk Insurance of the Works by the Contractor**

Schedule 5 – Delete in its entirety

Schedule 6 – Delete in its entirety

Schedule 7 – Delete in its entirety

**PART 2: ADDITIONAL CONDITIONS**

The following additional conditions shall have effect:

* 1. RIGHTS OF INTERESTED PARTIES
  2. The rights contained within Schedules 13A and 13B Schedule of Third Party Rights (Contractor) shall be conferred upon an Interested Party through the service of a notice in the form contained in Schedules 13A and 13B by the Employer’s Representative to the Interested Party.
  3. The Contractor shall be notified of the rights conferred pursuant to clause 10.1 by the service of a notice in the form contained in Schedules 13A and 13B by the Employer’s Representative to the Contractor.
  4. Any Interested Party specified in a notice served on the Contractor by the Employer’s Representative notifying the relevant information prescribed in Schedules 13A and 13B shall be entitled to the benefit of the Interested Party Rights with such amendments as the Employer may reasonably require (if any).
  5. The Works and/or the Contract Sum and/or the time for performance of any obligation under this Contract may be varied without the consent of any Interested Party including any variation of the terms of this Contract
  6. Any rights conferred on any Beneficiary pursuant to clause 10 (Rights of Beneficiaries) are intended to take effect pursuant to the Contracts (Rights of Third Parties) Act 1999.

**SCHEDULE 8 – PARENT COMPANY GUARANTEE – IN FAVOUR OF CONTRACTOR**

**SCHEDULE 9 – PERFORMANCE BOND**

**SCHEDULE 10A – CONTRACTORS COLLATERAL WARRANTY – FUNDER**

**SCHEDULE 10B – CONTRACTORS COLLATERAL WARRANTY – PURCHASER/TENANT**

**SCHEDULE 11A – SUB-CONTRACTOR WARRANTY – FUNDER**

**SCHEDULE 11B – SUB-CONTRACTOR WARRANTY – EMPLOYER**

**SCHEDULE 11C – SUB-CONTRACTOR WARRRANTY – PURCHASER/TENANT**

**SCHEDULE 12 – CONSULTANT WARRANTY – FUNDER**

**SCHEDULE 12B – CONSULTANT WARRANTY – EMPLOYER**

**SCHEDULE 12C – CONSULTANT WARRANTY – PURCHASER/TENANT**

**SCHEDULE 13A - SCHEDULE OF THIRD PARTY RIGHTS (CONSULTANTS)**

**SCHEDULE 13B – SCHEDULE OF THIRD PARTY RIGHTS (SUB-CONTRACTORS)**

**SCHEDULE 14 – NOVATION (CONSULTANTS)**