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SECTION 1  
PRELIMINARIES

# Islington Auditorium Preliminaries

October 2008

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## A10 PROJECT PARTICULARS

- 110 THE PROJECT
- Name: Islington Town Hall Auditorium.
  - Nature: Refurbishment.
  - Location: Upper Street Islington NI 2UD.  
Length of contract: 36 weeks.
- 120 EMPLOYER (CLIENT)
- Name: Islington Council.
  - Address: Islington Town Hall, Upper street, Islington, N1 2UD.  
Telephone: 0207-5273173.
- 130 PRINCIPAL CONTRACTOR
- Name: TBC.
  - Address: TBC.  
Telephone: TBC.
- 140 ARCHITECT/ CONTRACT ADMINISTRATOR
- Name: Roger Stong.
  - Address: Mouchel Unit 603 Highgate Studios  
53-79 Highgate Road London NW5 1TL.
  - Telephone: 07980-913385.  
E-mail: roger.stong@btinternet.com.
- 150 CDM COORDINATOR
- Name: James Leyden.
  - Address: Mouchel Mount Pleasant House, 2 Mount Pleasant  
Huntingdon Road, Cambridge CB3 0RN.  
Telephone: 01223-442723.
- 160 QUANTITY SURVEYOR
- Name: Marion Gilday.
  - Address: Mouchel Mount Pleasant House, 2 Mount Pleasant  
Huntingdon Road, Cambridge CB3 0RN..  
Telephone: 01223-442710.
- 170 STRUCTURAL ENGINEER
- Name: Robert Charvill.
  - Address: Mouchel Stag House, Old London Road,  
Hertford,SG13 7YY.  
Telephone: 01992-513548.
- 175 MECHANICAL ENGINEER
- Name: George Beckworth.
  - Address: 23-29 Albion Place, Maidstone, Kent .  
Telephone: 01622-772825.
- 178 ELECTRICAL ENGINEER
- Name: Stuart Wellard.
  - Address: 23-29 Albion Place, Maidstone, Kent .  
Telephone: 01622-772825.
- 190 CLERK OF WORKS
- Name: TBC.
  - Address: TBC.  
Telephone: TBC.

## A11 TENDER AND CONTRACT DOCUMENTS

- 110 TENDER DRAWINGS
- The tender drawings are:  
Architects SK100, 001-025, 040-042, 050 and 051, 060-071  
Mechanical ML-05-01 to ML-05-12 and MX-05-01  
Electrical EL-06-01 to EL-06-08 and EX-06-01 to EX-06-12
- 120 CONTRACT DRAWINGS
- The contract drawings: Same as the tender drawings.  
Exceptions: None.
- 160 PRECONSTRUCTION INFORMATION
- Format: The Preconstruction information is described in these preliminaries in Section A34. It refers to information given elsewhere in the preliminaries and other tender
- 180 OTHER DOCUMENTS
- Inspection: Drawings and other documents relating to the Contract but not included in the tender documents may be seen by appointment during normal office hours at the office of Gareth Jenkins/Lillian Staples Islington Town hall 0207-5273107.  
The documents include: Building Maintenance Logs.

## A12 THE SITE/ EXISTING BUILDINGS

- 110 THE SITE
- Description: Islington Town Hall is a grade II listed building. The site is to be contained within the Auditorium area which has its own dedicated entrance in Richmond Grove No access will be allowed through the main Town Hall entrance. The contractor is to comply with any regulations regarding parking or the London Congestion Charge Scheme.
- 120 EXISTING BUILDINGS ON/ ADJACENT TO THE SITE
- Description: Buildings adjacent to the town hall are a mixture of residential and commercial properties and the Employer is keen that residents of Richmond Avenue are not disrupted by noise or plant etc..
- 140 EXISTING MAINS AND SERVICES
- Drawings: (Information shown is indicative only): See pre construction information.  
Other information: See pre construction information.
- 180 HEALTH AND SAFETY FILE
- Availability for inspection: The Health and Safety File for the site/ building may be seen by appointment during normal office hours at: The Town Hall.
  - Other documents: None.  
Arrangements for inspection: Gareth Jenkins/Lillian Staples 0207-5273107.
- 200 ACCESS TO THE SITE
- Description: All three entrances to the hall will be available to the contractor **but** the small corner door by the main entrance will be subject to occasional closure whilst wedding photos are taken, the Richmond Grove doors will be available by arrangement with the building manager and no vehicles will be allowed to park or stop here without prior arrangement, the doors to the foyer from the forecourt will be available at all times.
- 210 PARKING
- Restrictions on parking of the Contractor's and employees' vehicles: Parking restrictions are in place in Richmond Avenue and Upper Street is a red Route.

A parking bay will be made available on the forecourt for a skip but the contractor will be asked to put a solid hoarding around this and paint it in Islington green.

No contractors parking will be allowed on site.

#### 220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: The Contractor should obtain a list of proposed events from the town hall and programme all noisy works so as not to disrupt the said events.

#### 230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
  - The town hall will be fully occupied as a public building and possibly have wedding ceremonies booked during the course of this contract..

#### 240 HEALTH AND SAFETY HAZARDS

- General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present:
  - unidentified Asbestos.
- Information: The accuracy and sufficiency of this information is not guaranteed by the Employer or the Employer's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
- Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

#### 250 SITE VISIT

- Before tendering: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- Arrangements for visit: Contact Gareth Jenkins, Islington Town Hall 0207-5273107.

### **A13 DESCRIPTION OF THE WORK**

#### 110 PREPARATORY WORK BY OTHERS

- Works: Carried out under a separate contract and completed before the Date of Possession for this Contract.  
Description: None.

#### 120 THE WORKS

- Description: The works comprise the refurbishment of a grade II listed Auditorium that forms part of Islington Town Hall. Where possible all materials used are to match existing unless otherwise stated within the NBS section of the contract documents or noted on the drawings. The refurbishment is to be carried out with due consideration to the age and status of the building and where necessary specialist craftsman may be required. The Contractor is to be aware that the town hall section of the building will be fully functional throughout the duration of this contract and the Contractor will be responsible for liaison with the site manager on a day to day basis to familiarise themselves with dates and times of any events such as weddings that may restrict site activities. The Contractor is deemed to have visited the site prior to submission of their tender and satisfied their self as to the extent of the works, all access requirements and protection works necessary for completion of the works

#### 130 WORK BY OTHERS CONCURRENT WITH THE CONTRACT

Scope: See section A50.

#### 140 COMPLETION WORK BY OTHERS

Description: None.

## **A20 JCT STANDARD BUILDING CONTRACT WITHOUT QUANTITIES**

### JCT STANDARD BUILDING CONTRACT WITHOUT QUANTITIES

- The contract: JCT Standard Building Contract Without Quantities 2005, Revision 1 2007.
- Requirement: Allow for the obligations, liabilities and services described therein against the following headings:

### **RECITALS**

#### First - THE WORKS

- Comprise: The works comprise the refurbishment of a grade II listed Auditorium that forms part of Islington Town Hall. Where possible all materials used are to match existing unless otherwise stated within the NBS section of the contract documents or noted on the drawings. The refurbishment is to be carried out with due consideration of the age and status of the building and where necessary specialist craftsman may be required. The Contractor is to be aware that the town hall section of the building will be fully functional throughout the duration of this contract and the Contractor will be responsible for liaison with the site manager on a day to day basis to familiarise themselves with dates and times of any events such as weddings that may restrict site activities. The Contractor is deemed to have visited the site prior to submission of their tender and satisfied their self as to the extent of the works, all access requirements and protection works necessary for completion of the works

Documents showing and describing the work: Specification.

#### Second - CONTRACT DRAWINGS

The contract drawings: As listed in clause A11/120.

#### Third A - PRICING BY THE CONTRACTOR

- Option: Pricing Option A will apply, Pricing Option B will be deleted.
- Priced document: The following words will be deleted or Work Schedules.
- Activity Schedule: The words 'and has provided the Employer with the priced schedule of activities annexed to this Contract (the Activity Schedule)' will be deleted.

#### Fifth - INFORMATION RELEASE SCHEDULE

The Fifth Recital will be deleted.

#### Sixth - DIVISION OF THE WORKS INTO SECTIONS

The Sixth Recital will be deleted.

#### Seventh - CONTRACTOR'S DESIGNED PORTION

The Seventh Recital will be deleted.

#### Eighth - EMPLOYER'S REQUIREMENTS

The Eighth Recital will be deleted.

#### Ninth - CONTRACTOR'S PROPOSALS

The Ninth Recital will be deleted.

#### Tenth - CDP DOCUMENTS

The Tenth Recital will be deleted.

### **THE ARTICLES**

#### **3 - ARCHITECT/ CONTRACT ADMINISTRATOR**

Architect/ Contract Administrator: See clause A10/140.

#### 4 - QUANTITY SURVEYOR

- The functions of the Quantity Surveyor shall be exercised by: See clause A10/160.  
The words 'the Quantity Surveyor is' will be deleted.

#### 5 and 6 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR

- CDM Coordinator: See clause A10/150.  
Principal Contractor: See clause A10/130.

### **CONTRACT PARTICULARS**

#### PART 1: GENERAL

##### Third Recital - THE PRICING OPTION/ THE PRICED DOCUMENT

- The Pricing Option that applies is Pricing Option A.  
The Priced Document is the Specification.

##### Fourth Recital and clause 4.7 - CONSTRUCTION INDUSTRY SCHEME (CIS)

Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

##### Ninth Recital - CONTRACTOR'S PROPOSALS/ CDP ANALYSIS

- Comprise: \_\_\_\_\_.  
Specific Requirements: Recycling of demolition and excavated materials. .

#### Article 8 - ARBITRATION

Article 8 and clauses 9.3 to 9.8 (arbitration) apply.

#### Clause 1.1 - BASE DATE

Base Date: ten days before the date for return of tenders.

#### Clause 1.1 - CDM PLANNING PERIOD

Shall mean the period of 4weeks ending on the date of possession.

#### Clause 1.1 - DATE FOR COMPLETION OF THE WORKS

- Date for completion of the Works (where completion by sections does not apply): No later than 36 weeks after commencement.

#### Clause 1.7 - ADDRESSES FOR SERVICE OF NOTICES

- Employer:
  - Address: See clause A10/120 .
  - Fax number: See clause A10/120.
- Contractor:
  - Address: \_\_\_\_\_.
  - Fax Number: \_\_\_\_\_

#### Clause 1.8 - ELECTRONIC COMMUNICATIONS

- The communications that may be made electronically and the format in which those are to be made are as follows:
  - Email general correspondence, E.Tender Portal Tender documents as instructed within Islington Councils tendering procedures, AutoCad drawings .

#### Clause 2.4 - DATE FOR POSSESSION OF THE SITE

Date for Possession: A date to be agreed around the end of February 2009.

#### Clause 2.5 and 2.29.3 - DEFERMENT OF POSSESSION OF THE SITE

- Clause 2.5 applies.  
Where clause 2.5 applies, maximum period of deferment is 6 weeks.

#### Clause 2.19.3 - CONTRACTOR'S DESIGNED PORTION

Limit of Contractor's liability for loss of use: Clause 2.19.3 does not apply.

Clause 2.32.2 - LIQUIDATED DAMAGES

Damages: At the rate of **£3191.05** per week or part thereof.

Clause 2.38 - RECTIFICATION PERIOD

Period: Twelve months from the date of practical completion of the Works.

Clause 4.8 - ADVANCE PAYMENT AND ADVANCE PAYMENT BOND

Advance payment: Clause 4.8 does not apply.

Clause 4.9.2 - DATES OF ISSUE OF INTERIM CERTIFICATES

- The first date is: One calendar month from the date of possession, and thereafter the same date in each month or the nearest Business Day in that month.

Clause 4.17.4 - LISTED ITEMS - UNIQUELY IDENTIFIED

Listed items: Clause 4.17.4 will be deleted.

Clause 4.17.5 - LISTED ITEMS - NOT UNIQUELY IDENTIFIED

Listed items: Clause 4.17.5 will be deleted.

Clause 4.19 - CONTRACTOR'S RETENTION BOND

Clause 4.19 does not apply.

Clause 4.20.1 - RETENTION PERCENTAGE

Retention: 3% per cent.

Clause 4.21 and Schedule 7 - FLUCTUATIONS OPTIONS

- Schedule 7: Fluctuations Option A applies.  
Percentage addition: For Fluctuations Option A, paragraph A.12: 10 per cent.

Clause 6.4.1.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

Insurance cover (for any one occurrence or series of occurrences arising out of one

Clause 6.5.1 - INSURANCE - LIABILITY OF EMPLOYER

Insurance is not required.

Clause 6.7 and Schedule 3 - INSURANCE OF THE WORKS - INSURANCE OPTIONS

- Schedule 3: Insurance option C applies.
- Percentage to cover professional fees: 15 per cent.  
If option A applies, annual renewal date (as supplied by the Contractor): \_\_\_\_\_.

Clause 6.13 - JOINT FIRE CODE

- The Joint Fire Code: Applies.
- Application: 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': No.

Clause 6.16 - JOINT FIRE CODE - AMENDMENTS/ REVISIONS

- Joint Fire Code - Amendments/ revisions: The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Employer.

Clause 7.2 - ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2

Clause 7.2 does not apply.

Clause 8.9.2 - PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)

Period of suspension: Two months.

Clauses 8.11.1.1 to 8.11.1.5 - PERIOD OF SUSPENSION (TERMINATION BY EMPLOYER)

Period of suspension: Two months.

Clause 9.2.1 - ADJUDICATION

- The Adjudicator is: To be appointed by Nominator. .
- Nominator of Adjudicator - where no Adjudicator is named or where the named Adjudicator

is unwilling or unable to act (whenever that is established): President or a Vice-President or Chairman or a Vice-Chairman of the The Royal Institution of Chartered Surveyors.

#### Clause 9.4.1 - ARBITRATION

- Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Chartered Surveyors.

### PART 2: THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

#### **THE CONDITIONS**

##### SECTION 1: DEFINITIONS AND INTERPRETATION

##### SECTION 2: CARRYING OUT THE WORKS

##### SECTION 3: CONTROL OF THE WORKS

#### 3.3 - EMPLOYER'S REPRESENTATIVE

- Name: John Roberts(Head of Facilities).
- Address: Islington Town Hall Upper Street Islington N1 2UD.
- Telephone: 0207-5273173.
- E-mail: TBC.

##### SECTION 4: PAYMENT

##### SECTION 5: VARIATIONS

##### SECTION 6: INJURY, DAMAGE AND INSURANCE

##### SECTION 7: ASSIGNMENT, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

##### SECTION 8: TERMINATION

##### SECTION 9: SETTLEMENT OF DISPUTES

#### EXECUTION

The Contract: Will be executed as a deed.

#### CONTRACT GUARANTEE BOND

Contract Guarantee Bond: is required. **10%**

### **A30 TENDERING/ SUBLETTING/ SUPPLY**

#### **MAIN CONTRACT TENDERING**

##### 110 SCOPE

- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

##### 145 TENDERING PROCEDURE

- General: In accordance with JCT Practice Note 6 (Series 2) 'Main Contract Tendering'.  
Errors: Alternative 1 is to apply.

##### 160 EXCLUSIONS

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.  
Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

- 170 ACCEPTANCE OF TENDER
- The Employer and Employer's representatives:
    - Offer no guarantee that any tender will be recommended for acceptance or be accepted.
    - Will not be responsible for any cost incurred in the preparation of any tender.

- 190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days.  
Date for possession: See section A20.

### **PRICING/ SUBMISSION OF DOCUMENTS**

- 210 PRELIMINARIES IN THE SPECIFICATION
- The Preliminaries/ General conditions sections (A10-A56 inclusive) must not be relied on as complying with SMM7.

- 250 PRICED DOCUMENTS
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
  - Measurements: Where not stated, ascertain from the drawings.
  - Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.  
Submit: With tender.

- 300 QUANTITIES IN THE PRICED DOCUMENT
- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7 only where and to the extent stated.
  - Other items, descriptions and measurements not prepared in accordance with SMM7: Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.

- 310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

- 440 SCHEDULE OF RATES
- Content: Unpriced schedule included in the tender documents. The Contractor may insert additional items.  
Fully priced copy: Submit with the tender.

- 480 PROGRAMME
- Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.  
Submit: With tender.

- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out:
    - Commissioning and testing of engineering installations.Statements: Submit within one week of request.

- 530 SUBSTITUTE PRODUCTS
- Details: If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
  - Compliance: Substitutions accepted will be subject to the verification requirements of clause A31/200.

- 540 QUALITY CONTROL RESOURCES
- Statement: Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.

- QA staff: Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.  
Submit: With the Tender.

#### 550 HEALTH AND SAFETY INFORMATION

- Content: Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- Include:
  - A copy of the contractor's health and safety policy document, including risk assessment procedures.
  - Accident and sickness records for the past five years.
  - Records of previous Health and Safety Executive enforcement action.
  - Records of training and training policy.
  - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
 Submit: Within one week of request.

#### 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

- Content: Submit the following information within one week of request:
  - Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
  - Details of the management structure and responsibilities.
  - Arrangements for issuing health and safety directions.
  - Procedures for informing other contractors and employees of health and safety hazards.
  - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
  - Procedures for communications between the project team, other contractors and site operatives.
  - Arrangements for cooperation and coordination between contractors.
  - Procedures for carrying out risk assessment and for managing and controlling the risk.
  - Emergency procedures including those for fire prevention and escape.
  - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
  - Arrangements for welfare facilities.
  - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
  - Arrangements for consulting with and taking the views of people on site.
  - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
  - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 Review procedures to obtain feedback.

#### 590 SITE WASTE MANAGEMENT PLAN

- Person responsible for drafting the Plan: The Contractor.
- Content: Include details of:
  - Principal Contractor for the purposes of the regulations.
  - Location of the site.
  - Description of the project.
  - Estimated project cost.
  - Types and quantities of waste that will be generated.
  - Resource management options for these wastes including proposals for minimization/ reuse/ recycling.
  - The use of appropriate and licensed waste management contractors.
  - Record keeping procedures.
  - Waste auditing protocols.
- Additional requirements: [\_\_\_\_\_].  
Submit with tender.

#### **SUBLETTING/ SUPPLY**

- 630 DOMESTIC SUBCONTRACTS
- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
  - List: Provide details of all subcontractors and the work for which they will be responsible.  
Submit: With tender.
- 640 'LISTED' DOMESTIC SUBCONTRACTORS
- General: The work listed below and described in the Contract Documents must be carried out by persons identified in a list as provided for in Conditions of Contract clause 3.8 and clause A30/645:
    - The work: \_\_\_\_\_.
    - The list: Enter into a contract with one of the following: \_\_\_\_\_.
- 645 'LISTED' DOMESTIC SUBCONTRACTORS
- Additional persons: Under the provisions of the Contract Conditions, make written application and, if requested, submit (in an approved form) evidence of the suitability of such additional persons. Wherever possible, submissions for addition of persons must be made, and consent obtained, before return of the tender. When any submission for addition of persons is made with the tender the consequences, if any, to the tender price compared to the use of the listed persons are to be made clear or the tender will be treated as qualified.
  - Extent of list: If less than three persons named in the list are able and willing to carry out the relevant work so that the relevant Conditions of Contract becomes operative, immediately notify for decision whether or not names shall be agreed for addition to the list.
  - Agreement: Before the start of the work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the

## A31 PROVISION, CONTENT AND USE OF DOCUMENTS

### DEFINITIONS AND INTERPRETATIONS

- 110 DEFINITIONS
- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.
- 120 COMMUNICATION
- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
  - Format: In writing to the person named in clause A10/140 unless specified otherwise.  
Response: Do not proceed until response has been received.
- 130 PRODUCTS
- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
  - Includes: Goods, plant, materials, site materials and things for incorporation into the Works.
- 135 SITE EQUIPMENT
- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
  - Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
- 140 DRAWINGS
- Definitions: To BSRIA BG 6/2006 A design framework for building services. Design activities and drawing definitions.

CAD data: In accordance with BS 1192.

#### 160 TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

#### 170 MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
  - Manufacturer: The firm under whose name the particular product is marketed.
  - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

#### 200 SUBSTITUTION OF PRODUCTS

- Products: If an alternative product to that specified is proposed, obtain approval before ordering the product.
- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.  
Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

#### 210 CROSS REFERENCES

- Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.
- Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.
- Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

## 220 REFERENCED DOCUMENTS

Conflicts: Specification prevails over referenced documents.

## 230 EQUIVALENT PRODUCTS

- Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

## 240 SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.
- Before ordering: Submit notification of all such substitutions.
- Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

## 250 CURRENCY OF DOCUMENTS

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

## 260 SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

### **DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER**

## 410 ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS

Additional copies: Issued \_\_\_\_\_.

## 440 DIMENSIONS

Scaled dimensions: Do not rely on.

## 460 THE SPECIFICATION

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

### **DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS**

## 510 DESIGN AND PRODUCTION INFORMATION

- Master programme: Make reasonable allowance for completing design/ production information, submission (including to the Planning Supervisor/ CDM Coordinator), comment, inspection, amendment, resubmission and reinspection.
- Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.
- Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.  
Submit: two copies.

## 610 PRODUCTION INFORMATION

- Contractor/ Domestic subcontractor provide: \_\_\_\_\_.
- Submit:
  - For comment and make any necessary amendments.  
Sufficient copies of final version for distribution to all affected parties.

## 620 AS BUILT DRAWINGS AND INFORMATION

Submit: At least two weeks before date for completion.

630 TECHNICAL LITERATURE

- Information: Keep on site for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.
  - Relevant British, EN or ISO Standards.

640 MAINTENANCE INSTRUCTIONS AND GUARANTEES

- Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- Information location: Building Manual.
- Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: twenty four hours seven days a week.

**DOCUMENT/ DATA INTERCHANGE**

850 ELECTRONIC DATA INTERCHANGE (EDI)

- Data: Types and classes of communication: Email, CAD drawings.
- Parties: Between: \_\_\_\_\_.
- Requirements: \_\_\_\_\_.

**A32 MANAGEMENT OF THE WORKS**

**GENERALLY**

110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

115 CONSIDERATE CONSTRUCTORS SCHEME

- Registration: Before starting work, register the site and pay the appropriate fee:
- Contact:
  - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
  - Tel. 01920 485959.
  - Fax. 01920 485958.
  - Free phone 0800 7831423
  - Web. [www.ccscheme.org.uk](http://www.ccscheme.org.uk)
  - E mail. [enquiries@ccscheme.org.uk](mailto:enquiries@ccscheme.org.uk)
- Standard: Comply with the Scheme's Code of Considerate Practice.

120 INSURANCE

- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

130 INSURANCE CLAIMS

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS

- Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures (including overnight).
  - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

150 OWNERSHIP

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

## **PROGRAMME/ PROGRESS**

### **210 PROGRAMME**

- Master programme: When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
  - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - Planning and mobilization by the Contractor.
  - Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - Running in, adjustment, commissioning and testing of all engineering services and installations
  - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
  - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.  
Submit: two copies.

### **230 SUBMISSION OF PROGRAMME**

- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

### **240 COMMENCEMENT OF WORK**

- Notice: Before the proposed date for commencement of work on site give minimum notice of two weeks.

### **250 MONITORING**

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

### **260 SITE MEETINGS**

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Every month.
- Location: TBC.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.  
Chairperson (who will also take and distribute minutes): Contract Administrator.

### **265 CONTRACTOR'S PROGRESS REPORT**

- General: Submit a progress report at least two business days before the site meeting.
- Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
  - A progress statement by reference to the master programme for the Works.
  - Details of any matters materially affecting the regular progress of the Works.
  - Subcontractors' and suppliers' progress reports.
  - Any requirements for further drawings or details or instructions to fulfil any obligations under Conditions of Contract.

- 270 CONTRACTOR'S SITE MEETINGS
- General: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

- 280 PHOTOGRAPHS
- Number of locations: As directed by the CA.
  - Frequency of intervals: Weekly.
  - Image format: digital.
  - Number of images from each location: As directed by the CA.
  - Other requirements: Photographic documentation of the condition of the existing building before work commences

- 285 PARTIAL POSSESSION BY EMPLOYER
- Conditions of Contract clauses 2.33 to 2.37: Ensure all necessary access, services and other associated facilities are also complete.

- 290 NOTICE OF COMPLETION
- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
  - Associated works: Ensure necessary access, services and facilities are complete.  
Period of notice (minimum): One month.

- 310 EXTENSIONS OF TIME
- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under the Contract, written notice must also be given of all other causes which apply concurrently.

#### **CONTROL OF COST**

- 410 CASH FLOW FORECAST
- Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

- 420 REMOVAL/ REPLACEMENT OF EXISTING WORK
- Extent and location: Agree before commencement.  
Execution: Carry out in ways that minimize the extent of work.

- 440 MEASUREMENT
- Covered work: Give notice before covering work required to be measured.

- 450 DAYWORK VOUCHERS
- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
  - Content: Before delivery each voucher must be:
    - Referenced to the instruction under which the work is authorised.
    - Signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.

- 460 INTERIM VALUATIONS
- Application by Contractor: If made under Conditions of Contract clause 4.12, include details of amounts considered due, together with all necessary supporting information.

- 470 PRODUCTS NOT INCORPORATED INTO THE WORKS
- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.  
Evidence: When requested, provide evidence of freedom of reservation of title.

- 475 LISTED PRODUCTS STORED OFF SITE
- Evidence of Title: Submit reasonable proof that the property in 'listed items' is vested in the

- Contractor.
- Include for products purchased from a supplier:
  - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.
- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
  - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

#### 480 LABOUR AND EQUIPMENT RETURNS

- Daily records: Provide at the beginning of each week for verification.
- Records must show:
  - The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
  - The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works.

## A33 QUALITY STANDARDS/ CONTROL

### STANDARDS OF PRODUCTS AND EXECUTIONS

#### 110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.
 Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the

#### 120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.  
Evidence: Operatives must produce evidence of skills/ qualifications when requested.

#### 130 QUALITY OF PRODUCTS

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

#### 135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.  
Location and fixing of products: Adjust joints open to view so they are even and regular.

#### 140 COMPLIANCE

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.

- Pass/ fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.

Analysis of results.

#### 150 INSPECTIONS

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
    - Date of inspection.
    - Part of the work inspected.
    - Respects or characteristics which are approved.
    - Extent and purpose of the approval.
- Any associated conditions.

#### 160 RELATED WORK

- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
    - Appropriately complete.
    - In accordance with the project documents.
    - To a suitable standard.
    - In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.

#### 170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

#### 180 WATER FOR THE WORKS

- Mains supply: Clean and uncontaminated.
  - Other: Do not use until:
    - Evidence of suitability is provided.
- Tested to BS EN 1008 if instructed.

### **SAMPLES/ APPROVALS**

#### 210 SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
    - To an express approval.
- To match a sample expressly approved as a standard for the purpose.

#### 220 APPROVAL OF PRODUCTS

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

#### 230 APPROVAL OF EXECUTION

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

### **ACCURACY/ SETTING OUT GENERALLY**

#### 330 APPEARANCE AND FIT

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
    - Submit proposals; or
    - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

### **SERVICES GENERALLY**

#### 410 SERVICES REGULATIONS

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

#### 420 WATER REGULATIONS/ BYELAWS NOTIFICATION

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

#### 430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - The Contractor's name and address.
  - A statement that the installation complies with the relevant Water Regulations or Byelaws.
  - The name and signature of the individual responsible for checking compliance.
  - The date on which the installation was checked.

#### 435 ELECTRICAL INSTALLATION CERTIFICATE

- Issue: When work is completed.  
Original certificate: To be lodged in the Home Information Pack.

#### 440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

- Before the completion date stated in the Contract: Submit a certificate stating:
    - The address of the premises.
    - A brief description of the new installation and/ or work carried out to an existing installation.
    - Any special recommendations or instructions for the safe use and operation of appliances and flues.
    - The Contractor's name and address.
    - A statement that the installation complies with the appropriate safety, installation and use regulations.
    - The name, qualification and signature of the competent person responsible for checking compliance.
    - The date on which the installation was checked.
- Certificate location: Building Manual.

#### 450 MECHANICAL AND ELECTRICAL SERVICES

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.  
Building Regulations notice: Copy to be lodged in Building Manual.

### **SUPERVISION/ INSPECTION/ DEFECTIVE WORK**

#### 510 SUPERVISION

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close

control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

- Replacement: Give maximum possible notice before changing person in charge or site agent.

#### 520 COORDINATION OF ENGINEERING SERVICES

- Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

#### 530 OVERTIME WORKING

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: One week.
- Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

#### 540 DEFECTS IN EXISTING WORK

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
  - Hinder access to defective products or work; or
  - Be rendered abortive by remedial work.

#### 550 ACCESS FOR INSPECTION

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than one week.

#### 560 TESTS AND INSPECTIONS

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
  - Records: Submit a copy of test certificates and retain copies on site.

#### 610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

#### 620 MEASURES TO ESTABLISH ACCEPTABILITY

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
  - Will be at the expense of the Contractor.
  - Will not be considered as grounds for extension of time.

#### 630 QUALITY CONTROL

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
- Content of records:
  - Identification of the element, item, batch or lot including location in the Works.
  - Nature and dates of inspections, tests and approvals.
  - Nature and extent of nonconforming work found.Details of corrective action.

## **WORK AT OR AFTER COMPLETION**

### **710 WORK BEFORE COMPLETION**

- General: Make good all damage consequent upon the Works.  
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### **720 SECURITY AT COMPLETION**

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.  
Keys: Account for and adequately label all keys and hand over to Employer with itemized

### **730 MAKING GOOD DEFECTS**

- Remedial work: Arrange access with Contract Administrator.
- Rectification: Give reasonable notice for access to the various parts of the Works.  
Completion: Notify when remedial works have been completed.

## **A34 SECURITY/ SAFETY/ PROTECTION**

### **SECURITY, HEALTH AND SAFETY**

#### **110 PRECONSTRUCTION INFORMATION**

- Location: Integral with the project Preliminaries, including but not restricted to the following sections:
  - Description of project: Sections A10 and A11.
  - Client's consideration and management requirements: Sections A12, A13 and A36.
  - Environmental restrictions and on-site risks: Section A12, A35 and A34.
  - Significant design and construction hazards: Section A34.The Health and Safety File: Section A37.

#### **120 EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.

#### **130 PRODUCT HAZARDS**

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.

#### **140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

- Submission: Present to the Employer/ Client no later than 2 weeks before commencement on site.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and

- arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

150 SECURITY

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.  
Special requirements: Liaise with the site manager for Islington Town Hall .

160 STABILITY

- Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.  
Design loads: Obtain details, support as necessary and prevent overloading.

170 OCCUPIED PREMISES

- Extent: Existing buildings will be occupied and/ or used during the Contract as follows: The town Hall will be fully functional including wedding ceremonies the Contractor must liaise with the Town Hall site manager with regard to dates and times etc..
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

180 PASSES

- Controlled areas: Passes will be required for access to Council Buildings.
- Authorised persons: Submit a list of the names of all persons requiring passes together with any other related information reasonably required.  
Return of passes: When requested or on completion of the work to which the pass relates.

190 OCCUPIER'S RULES AND REGULATIONS

- Compliance: Conform to the occupier's rules and regulations affecting the site.
- Copies:
  - Location: Islington Town hall.
  - Arrangements for inspection: Site manager.

200 MOBILE TELEPHONES

- Use: Not permitted in the following areas:
  - Not Applicable.

210 EMPLOYER'S REPRESENTATIVES SITE VISITS

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

220 WORKING PRECAUTIONS/ RESTRICTIONS

- Hazardous areas: Operatives must take precautions as follows:
  - Work area: \_\_\_\_\_.
  - Precautions: \_\_\_\_\_.
- Permit to work: Operatives must comply with procedures in the following areas:
  - Work area: \_\_\_\_\_.
  - Procedures: \_\_\_\_\_.

**PROTECT AGAINST THE FOLLOWING**

310 EXPLOSIVES

Use: Not permitted

- 320 NOISE CONSENT BY LOCAL AUTHORITY
- Consent: Granted by the Local Authority under Part III of the Control of Pollution Act relating to the Works providing the following conditions are met:
    - No noisy work to be carried out during Wedding Ceremony's.
- 330 NOISE CONTROL
- Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works.
  - Noise levels from the Works: Maximum level: \_\_\_\_\_ dB(A) when measured from \_\_\_\_\_.
  - Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
  - Restrictions: Do not use:
    - Pneumatic drills and other noisy appliances without consent during the hours of \_\_\_\_\_.
    - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
- 340 POLLUTION
- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
  - Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
- 350 PESTICIDES
- Use: Not permitted.
- 360 NUISANCE
- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
  - Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.
- 370 ASBESTOS CONTAINING MATERIALS
- Duty: Report immediately any suspected materials discovered during execution of the Works.
    - Do not disturb.
    - Agree methods for safe removal or encapsulation.
- 380 FIRE PREVENTION
- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
  - Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- 390 SMOKING ON SITE
- Smoking on site: Not permitted.
- 400 BURNING ON SITE
- Burning on site: Not permitted.
- 410 MOISTURE
- Wetness or dampness: Prevent, where this may cause damage to the Works.
  - Drying out: Control humidity and the application of heat to prevent:
    - Blistering and failure of adhesion.
    - Damage due to trapped moisture.
    - Excessive movement.

#### 420 INFECTED TIMBER/ CONTAMINATED MATERIALS

- Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.
- Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.

#### 430 WASTE

- Includes: Rubbish, debris, spoil, containers and surplus material.
- Minimize: Keep the site and Works clean and tidy.
- Remove: Frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.  
Waste transfer documentation: Retain on site.

#### 440 ELECTROMAGNETIC INTERFERENCE

Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

#### 450 LASER EQUIPMENT

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

### **PROTECT THE FOLLOWING**

#### 510 EXISTING SERVICES

- Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

#### 520 ROADS AND FOOTPATHS

- Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

#### 530 EXISTING TOPSOIL/ SUBSOIL

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be

damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.  
Protection: Before starting work submit proposals for protective measures.

540 RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

550 RETAINED TREES

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.  
Change level of ground within an area 3 m beyond branch spread.

560 EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.  
Special requirements: The works are within a grade 2 listed building.

570 EXISTING WORK

- Protection: Prevent damage to existing work, structures or other property during the course of the work.
- Removal: Minimum amount necessary.  
Replacement work: To match existing.

580 BUILDING INTERIORS

- Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

600 EXISTING FURNITURE, FITTINGS AND EQUIPMENT

- Protection: Prevent damage or move as necessary to enable the Works to be executed.  
Reinstate in original positions.
- Extent: Before work in each room starts the Employer will remove the following:
  - none.

610 ESPECIALLY VALUABLE/ VULNERABLE ITEMS

- Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following:
  - All areas as the building is grade 2 listed .
- Method statement: Submit within one week of request describing special protection to be provided.

620 ADJOINING PROPERTY

- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

625 ADJOINING PROPERTY RESTRICTIONS

- Precautions:
  - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
  - Pay all charges.
  - Remove and make good on completion or when directed.
- Damage: Bear cost of repairing damage arising from execution of the Works.

630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.  
Standard: Comply with BS 5975 and BS EN 12812.

640 MATERIALS FOR RECYCLING/ REUSE

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

### **A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING**

110 SCOPE

- General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:
  - none.

140 SCAFFOLDING

Scaffolding: Make available to subcontractors and others at all times.

160 USE OR DISPOSAL OF MATERIALS

Specific limitations: none.

170 WORKING HOURS

Specific limitations: Normal working hours are 8am to 6pm Monday to Friday working on Saturdays Sundays or Bank holidays will only be allowed by prior agreement with the Contract Administrator

### **A36 FACILITIES/ TEMPORARY WORK/ SERVICES**

#### **GENERALLY**

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

#### **ACCOMMODATION**

260 SANITARY ACCOMMODATION

- Facilities: Provide and maintain in a clean condition, sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.

270 ACCOMMODATION/ LAND NOT INCLUDED IN THE SITE

- General: The following may be used for the duration of the Contract without charge provided that:

- It is used solely for the purposes of carrying out the Works.
- The use to which it is put does not involve undue risk of damage.
- Any temporary adaptations are approved by or on behalf of the Employer before being carried out.
- It is vacated on completion of the Works or determination of the Contract.
- When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- The accommodation/ land: One Car Park Space on the Forecourt where shown on drawing SK006

#### 280 EXISTING ACCOMMODATION

- Restrictions on use: Temporary accommodation is prohibited in the following:  
Any where outside of the Auditorium no temporary accommodation can be sited  
Anywhere externally

#### **TEMPORARY WORKS**

#### 310 ROADS

- Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520:
  - Details: Forecourt of the Town Hall.
  - Restrictions on use: One skip positioned in allocated space .
- Protective or remedial measures: The Contractor is to provide protective hoarding painted. Islington Green

#### 320 TEMPORARY WORKS

Employer's specific requirements: Provide: Publicity board .

#### 340 NAME BOARDS/ ADVERTISEMENTS

- General: Obtain approval, including statutory consents, and provide a temporary name board displaying:
  - Title of project: Islington Town Hall Auditorium Refurbishment.
  - Name of Employer: Islington Council.
  - Names of Consultants: Mouchel.
  - Names of Contractor and Subcontractors: TBC.
- Special requirements: Size to be advised by CA.

#### **SERVICES AND FACILITIES**

#### 410 LIGHTING

- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

#### 420 LIGHTING AND POWER

- Supply: Electricity from the Employer's mains may be used for the Works as follows:
  - Metering: Metered by the Employer and charged to the Contractor.
  - Point of supply: TBC.
  - Available capacity: 240 volts.
  - Frequency: 50 Hz.
  - Phase: 3.
  - Current: Alternating.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

#### 430 WATER

- Supply: The Employer's mains may be used for the Works as follows:
  - Metering: Metered by the Employer and charged to the Contractor.
  - Source: the site.
  - Location of supply point: TBC.
  - Conditions/ Restrictions: none.
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

- 440 MOBILE TELEPHONES
- Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.
- 460 FAX INSTALLATION
- General: As soon as practicable after the Date of Possession provide a suitable on site fax installation, with a separate dedicated telephone line, for use by the Contractor, Subcontractors and those acting on behalf of the Employer.
  - Employer's call charges: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.
- 520 USE OF PERMANENT HEATING SYSTEM
- Permanent heating installation: May be used for drying out the Works and controlling temperature and humidity levels.
  - Installation: If used:
    - Take responsibility for operation, maintenance and remedial work.
    - Arrange supervision by and indemnification of the appropriate Subcontractors. Pay costs arising.
- 530 BENEFICIAL USE OF INSTALLED SYSTEMS
- Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning.
  - Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.
- 540 METER READINGS
- Charges for service supplies: Where to be apportioned ensure that:
    - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
 Copies of readings are supplied to interested parties.
- 550 THERMOMETERS
- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

## **A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS**

### **GENERALLY**

- 110 THE BUILDING MANUAL
- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
  - Scope:
    - Part 1: General: [Content as clause 120].
    - Part 2: Fabric: [Content as clause 130].
    - Part 3: Services: [Content as clause 140].
    - Part 4: The Health and Safety File: [prepared and supplied by the CDM Coordinator]. Content as clause 150
  - Responsibility: The Building Manual is to be produced by The Contractor and must be complete no later than one week prior to practical completion.
  - Information provided by others: Details: Any manufacturers operating manuals.
  - Compilation:
    - Prepare all information for Contractor designed or performance specified work including as-built drawings.

- Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Final copies of the Manual:
  - Number of copies: 2.
  - Format: one electronic and on hard paper copy to be left with the site manager.
  - Latest date for submission: four weeks weeks before the date for completion stated in the contract.
- As-built drawings and schedules:
  - Number of copies: 2.
  - Format: one electronic and one hard paper copy (Autocad).

#### 115 THE HEALTH AND SAFETY FILE

- Responsibility: \_\_\_\_\_.
- Content: Obtain and Provide the following information: \_\_\_\_\_.
- Format: \_\_\_\_\_  
Delivery to: \_\_\_\_\_ By (date): \_\_\_\_\_.

#### 120 CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Index: list the constituent parts of the manual, together with their location in the document.
- The Works:
  - Description of the buildings and facilities.
  - Ownership and tenancy, where relevant
  - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
- The Contract:
  - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
  - Overall design criteria.
  - Environmental performance requirements
  - Relevant authorities, consents and approvals.
  - Third party certification, such as those made by competent persons in accordance with the Building Regulations
- Operational requirements and constraints of a general nature:
  - Maintenance contracts and contractors.
  - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
  - Emergency procedures and contact details in case of emergency.
  - Other specific requirements: \_\_\_\_\_.
- Description and location of other key documents.  
Timescale for completion: \_\_\_\_\_.

#### 130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria, including:
  - Floor and roof loadings.
  - Durability of individual components and elements.
  - Loading restrictions.
  - Insulation values.
  - Fire ratings.
  - Other relevant performance requirements.
- Construction of the building:
  - A detailed description of methods and materials used.
  - As-built drawings recording the construction, together with an index.
  - Information and guidance concerning repair, renovation or demolition/ deconstruction.
- Periodic building maintenance guide chart.
- Inspection reports.
- Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.

- Fixtures, fittings and components schedule and index.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Test certificates and reports required in the specification or in accordance with legislation, including:
  - Air permeability.
  - Resistance to passage of sound.
  - Continuity of insulation.
  - Electricity and Gas safety.

Timescale for completion: \_By the date for completion of the works.

#### 140 CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria and description of the systems, including:
  - Services capacity, loadings and restrictions
  - Services instructions.
  - Services log sheets.
  - Manufacturers' instruction manuals and leaflets index.
  - Fixtures, fittings and component schedule index.
- Detailed description of methods and materials used.
- As-built drawings for each system recording the construction, together with an index, including:
  - Diagrammatic drawings indicating principal items of plant, equipment and fittings
  - Record drawings showing overall installation
  - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
  - Identification of services – a legend for colour coded services.
- Product details, including for each item of plant and equipment:
  - Name, address and contact details of the manufacturer.
  - Catalogue number or reference
  - Manufacturer's technical literature, including detailed operating and maintenance instructions.
  - Information and guidance concerning dismantling, repair, renovation or decommissioning.
- Operation: A description of the operation of each system, including:
  - Starting up, operation and shutting down
  - Control sequences
  - Procedures for seasonal changeover
  - Procedures for diagnostics, troubleshooting and faultfinding.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:
  - Electrical circuit tests.
  - Corrosion tests.
  - Type tests.
  - Work tests.
  - Start and commissioning tests.
- Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
- Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems
- Lubrication: Schedules of all lubricated items
- Consumables: A list of all consumable items and their source.
- Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- Emergency procedures for all systems, significant items of plant and equipment.
- Annual maintenance summary chart.

Timescale for completion: \_By the date for completion of the works

- 150 CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE
- Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
    - residual hazards and how they have been dealt with
    - hazardous materials used
    - information regarding the removal or dismantling of installed plant and equipment
    - health and safety information about equipment provided for cleaning or maintaining the structure;
    - the nature, location and markings of significant services,
    - information and as-built drawings of the structure, its plant and equipment
    - \_\_\_\_\_.
  - Timescale for completion: By the date for completion of the works.  
Submit to: The Contract Administrator.
- 160 PRESENTATION OF BUILDING MANUAL
- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
  - Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.  
As-built drawings: The main sets may form annexes to the Manual.
- 210 INFORMATION FOR COMMISSIONING OF SERVICES
- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.  
Time of submission: At commencement of commissioning.
- 220 TRAINING
- Objective: Before Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.  
Operating time: Include a minimum of three days.
- 230 SPARE PARTS
- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
  - Content: Include in the priced schedule for:
    - Manufacturers' current prices, including packaging and delivery to site.
    - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
    - Referencing to the plant and equipment list in Part 3 of the Building Manual.
    - Painting, greasing, etc. and packing to prevent deterioration during storage.Latest date for submission: Two weeks before completion.
- 250 TOOLS
- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
  - Quantity: Two complete sets.  
Time of submission: At completion.

## APPENDIX A

Please include for the following schedule 2 “Amendments to the JCT form of contract”.

### SCHEDULE 2

#### AMENDMENTS TO THE JCT FORM OF CONTRACT

1. Where any of the Recitals, Articles or Contract Particulars set out in the Tender Documentation differ in any respect from the corresponding recitals, articles or contract particulars sections of the JCT Form of Contract, the latter sections shall be deemed to have been amended accordingly.
2. The JCT Form of Contract shall be amended as follows:

<b>Section 1 Definitions and Interpretation</b>	
1.1	<b>Definitions</b>  The definition of “Agreement” is deleted and the definition set out in Clause 1.1 of the Short Form of Agreement shall apply.
1.1	The definition of “Conditions” is amended by inserting the words “(as amended herein)” after the word “Conditions”;
1.1	The definition of “ <i>Contract Documents</i> ” is deleted and the definition set out in Clause 1.1 of the Short Form of Agreement shall apply.
1.1	A new definition is inserted as follows:  <i>““Intellectual Property Rights” shall include the rights of ownership in respect of all manner of intellectual property rights (including, without limitation, patents, trade marks and service marks, copyright, database and design rights);”</i>
1.2	<b>Reference to clauses etc.</b>  In the first line, the words “ <i>in the Agreement or ...</i> ” are deleted.
1.7.1.	<b>Giving or service of notices and other documents</b>  In the second line, the words “, <i>or by email</i> ” are inserted after the word “ <i>post</i> ”.
<b>Section 2 Carrying out the Works</b>	
2.23	<b>Liquidated damages for non-completion</b>  Following Clause 2.23.3 a further Clause 2.23.4 shall be inserted as follows:  <i>“Clause 2.23.4 Nothing in this Clause 2.23 shall limit the Employer’s right to terminate this Agreement for failure on the part of the Contractor to proceed</i>

	<i>regularly and diligently with the Works in accordance with Clause 8.4.”</i>
2.23.1	<p><b>Copyright and use (for use in “IC with Contractor’s Design”)</b></p> <p>In the first line the words <i>“due and payable”</i> shall be deleted and replaced with the following words:</p> <p><i>“which are due and payable and which are not subject to being lawfully withheld or set-off by the Employer”</i></p> <p>In the second line, after the word <i>“non-exclusive”</i> the word <i>“, transferable”</i> shall be inserted.</p> <p>In the second last and last lines of Clause 2.38.2 the words <i>“but shall not”</i> shall be deleted and replaced with the words <i>“and shall”</i>.</p>
<b>Section 3 Control of the Works</b>	
3.8	The words <i>“in or shall be confirmed”</i> shall be inserted before the words <i>“in writing”</i> in the first line.
<b>Section 4 Payment</b>	
4.8	<p><b>Interim Payments</b></p> <p>In clause 4.8.1 <i>“14 days”</i> shall be deleted and <i>“28 days”</i> shall be inserted in its place.</p> <p>Clause 4.8.5 shall be amended by inserting the following after the first sentence thereof:</p> <p><i>“Payment of such interest shall be considered a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.”</i></p>
4.11	<p><b>Contractor’s right of suspension</b></p> <p>In clause 4.11, the words <i>“7 days”</i> shall be deleted and replaced with the words <i>“14 days”</i>.</p>
4.14	<p><b>Final Certificate – issue and payment</b></p> <p>Clause 4.14.5 shall be amended by inserting the following after the first sentence thereof:</p> <p><i>“Payment of such interest shall be considered a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.”</i></p>
4.15	<p><b>Fluctuations – choice of provisions</b></p> <p>Clause 4.15 and 4.16 shall be deleted and replaced with the following:</p> <p><i>“4.15 The Contractor acknowledges and accepts that all prices contained in its tender are fixed for the duration of this Contract and are not subject to adjustment for any fluctuation whether in accordance with Schedule 4 of the</i></p>

	<i>JCT Form of Contract, or otherwise.”</i>
<b>Section 5 Variations</b>	
No amendment.	
<b>Section 6 Injury, Damage and Insurance</b>	
6.4	<p><b>Contractor’s Insurance of his Liability</b></p> <p>After Clause 6.4.1, an additional Clause 6.4.1A shall be inserted as follows:</p> <p>“6.4.1A In addition to its obligations under Clause 6.4.1 the Contractor shall at all times maintain in force such employer’s liability insurance with reputable insurers or underwriters approved by the Employer which shall fully insure and indemnify the Contractor against its liability in the sum of not less than £5,000,000, in respect of any one occurrence or series of occurrences arising out of one event.”</p> <p>In Clause 6.4.2 and 6.4.3 the references to “<i>clause 6.4.1</i>” shall be read as references to “<i>clauses 6.4.1 and 6.4.1A</i>”.</p>
6.15 and 6.16	<p><b>CPD Professional Indemnity Insurance (for use in “IC with Contractor’s Design”)</b></p> <p>In clauses 6.15.2 and 6.16 the words: “<i>available at commercially reasonable rates</i>” shall be deleted and replaced with the words “<i>commercially available</i>”.</p>
<b>Section 7 Assignment, Third Party Rights and Collateral Warranties</b>	
7.4	<p><b>Execution of Collateral Warranties</b></p> <p>Clause 7.4 shall be deleted and replaced with the following:</p> <p>“<i>Any collateral warranty to be entered into or procured pursuant to this Agreement shall be executed by deed and shall be substantially in the form contained in Schedule 2 of this Agreement.</i>”</p>
<b>Section 8 Termination</b>	
8.2	<p><b>Notices under section 8</b></p> <p>Clause 8.2.1 shall be amended by deleting the words “<i>unreasonably or vexatiously</i>” and inserting in their place the words “<i>otherwise than in accordance with this Agreement</i>”.</p>
8.4	<p><b>Termination by Employer</b></p> <p>After sub-clause 8.4.3 a further sub-clause shall be inserted as follows:</p> <p>“<i>8.4.4 Notwithstanding anything contained in clauses 8.4.1 to 8.4.3 hereof, in the event that the Contractor commits a material breach of this</i></p>

	<i>Agreement, the Employer shall be entitled to terminate this Agreement forthwith by notice in writing to the Contractor to that effect.”</i>
8.6	<p><b>Corruption</b></p> <p>Clause 8.6 shall be deleted.</p>
8.9	<p><b>Termination by Contractor</b></p> <p>In clause 8.9.3 the references to “14 day(s)” shall be replaced with references to “21 day(s)”.</p>
<p><b>Section 9 Settlement of Disputes</b></p> <p>No amendment.</p>	
<p><b>Schedule 1 – Insurance Options</b> (Clause 6.7) No amendment</p>	
<p><b>Schedule 2 – Named Sub-Contractors</b> (Clause 3.7) No amendment</p>	
<p><b>Schedule 3 – Form of Bonds</b> (Clauses 4.5 and 4.12) No amendment</p>	
<p><b>Schedule 4 – Fluctuations Option – contribution, levy and tax fluctuations</b> (Clause 4.15)</p> <p>Deleted</p>	

**FORM OF PARENT COMPANY GUARANTEE**

**THIS DEED OF GUARANTEE** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200[ ]

By

[ \_\_\_\_\_ ] whose registered office is at [ \_\_\_\_\_ ]  
(registered no. [ \_\_\_\_\_ ]) ("**the Guarantor**")

in favour of

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of the Town Hall, Upper Street, London N1 2UD ("**the Council**"), which expression shall include its successors and assigns).

**WHEREAS**

A. The Council has entered into a Contract dated \_\_\_\_\_ 200[ ] ("**the Contract**") with [ \_\_\_\_\_ ] whose registered office is at [ \_\_\_\_\_ ] ("**the Supplier**") for [ \_\_\_\_\_ ] at the prices stated in the Contract.

B. The Guarantor has agreed to guarantee the due and proper performance of the Contract in the manner hereinafter appearing.

**NOW IN CONSIDERATION OF THE PAYMENT OF ONE POUND (£1) BY THE COUNCIL TO THE GUARANTOR (RECEIPT OF WHICH THE GUARANTOR HEREBY ACKNOWLEDGES) THE GUARANTOR HEREBY COVENANTS WITH THE COUNCIL** as follows:

1. The Guarantor will in all respects guarantee the due and proper performance of the Contract and the due observance and punctual performance of all the obligations, duties, undertakings, covenants, warranties, representations and conditions by or on the part of the Supplier contained therein or arising from or in any way related thereto and to be observed and performed by it, which guarantee shall for the avoidance of doubt extend to include any variation of or addition to the Contract.
2. In the event of the Supplier in any respect failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants, warranties, representations and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction) then the Guarantor will be liable for and hereby agrees to indemnify the Council against all losses, damages, costs and expenses whatsoever and howsoever incurred by the Council by reason or in consequence of any such failure to carry out, observe or perform on the part of the Supplier under the Contract (including (but not limited to) any additional costs, losses and expenses incurred by the Council as a consequence of having to procure the relevant services, supplies and/or works from a third party).

Without prejudice and in addition to its rights under Clause 3.1 below, the Council may at its sole discretion in the event of the failure for any reason of the Supplier to carry out and/or complete its obligations in accordance with the Contract require the Guarantor to carry out and complete the same or to procure the carrying out and completion of the said obligations and the Guarantor shall be bound by the terms of the Contract as though it were a party to the same.

The Council will not be bound first to make demand on or enforce any rights against the Supplier or any other guarantor or other person before enforcing this Guarantee Provided that the Guarantor shall have no greater liability under this Guarantee than it would have had if the Guarantor had been named as Supplier under the Contract.

3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

3.1 any alteration to the nature or extent of the terms of the Contract;

3.2 any allowance of time, forbearance, indulgence or other concession granted to the Supplier under the Contract or any other compromise or settlement of any dispute between the Council and the Supplier (but so that the Council shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Supplier shall have complied with such terms);

3.3 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Supplier or the Guarantor;

3.4 any other act, omission, matter or thing which but for this provision might operate to discharge, release or otherwise exonerate the Guarantor from this Guarantee.

4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, warranties, representations and conditions now or hereafter to be carried out or performed by the Supplier under the Contract shall have been satisfied and performed in full and is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations. Where in the reasonable opinion of the Council the Supplier has failed to carry out, observe or perform all or any of the obligations, duties, undertakings, covenants, warranties, representations and conditions on the part of the Supplier contained in the Contract and the Supplier has failed to rectify such failure in accordance with the Contract this Guarantee may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Supplier.

5. Insofar as any sums are payable (whether contingently or otherwise) by the Supplier to the Council under the terms of the Contract then the Guarantor shall not exercise any right of set-off or counterclaim against the Supplier or any other person or prove in competition with the Council in respect of any payment by the Guarantor hereunder and in case the Guarantor receives any sums from the Supplier or any other person in respect of any payment of the Guarantor hereunder the Guarantor shall hold such monies in trust for the Council so long as any sums are payable (whether contingently or otherwise) under this Guarantee.

6. The Guarantor will not, without the prior written consent of the Council hold any security from the Supplier or any other person in respect of the Guarantor's liability

hereunder or in respect of any liabilities or other obligations of the Supplier to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the Council.

7. This Guarantee is in addition to and not in substitution for any present and future guarantee, lien or other security held by the Council. The Council's rights under this Guarantee are in addition to and not exclusive of those provided by law.

8. If any provision of this Guarantee is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part the validity, lawfulness and enforceability of the other provisions of this Guarantee and the remainder of the provisions in question shall not be affected thereby.

9. This Guarantee shall be governed by and construed in accordance with the laws of England and the Guarantor submits to the exclusive jurisdiction of the English Courts.

**IN WITNESS WHEREOF** the Guarantor has executed this Guarantee as a deed the day and year first above written

**EXECUTED** as a **DEED**

by **[GUARANTOR]**

by affixing its common seal in the presence of

Director

Director/Secretary

APPENDIX 3

**FORM OF PERFORMANCE BOND**

**THIS BOND** is made as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ 200[ ]

**BETWEEN**

(1) [ \_\_\_\_\_ ] whose registered office is situated at [ \_\_\_\_\_ ]  
(hereinafter called “the Contractor”) and  
(2) [ \_\_\_\_\_ ] whose registered office is situated at [ \_\_\_\_\_ ]  
(hereinafter called “the Surety”)

**IN FAVOUR OF**

The Mayor and Burgesses of the London Borough of Islington of the Town Hall, Upper Street, London N1 2UD (hereinafter called “the Council”)  
(hereinafter collectively called “the Parties”)

**WHEREAS**

- (1) By a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ 200[ ] made between the Council and the Contractor (hereinafter called “the Contract”) the Contractor has contracted with the Council to provide services, works and/or supplies for [ \_\_\_\_\_ ] (described herein as “the Services”) in accordance with the terms of the said Contract.
- (2) The Surety has agreed with the Contractor to guarantee in favour of the Council performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Performance Bond subject to the limitation set out in Clause 5 below.

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:

1. The Surety guarantees to the Council that in the event of any breach of the Contract by the Contractor or on the termination of the Contract or the Contractor’s employment thereunder by reason of any act, omission, breach or default of the Contractor, the insolvency of the Contractor or any fraud or corruption by the Contractor (hereinafter called an “Event of Default”) the Surety shall, subject to the provisions of this Performance Bond, satisfy and discharge all damages, claims, costs, losses, expenses, liabilities, losses of profit and losses of use (including consequential losses) (“the Damages”) sustained by the Council as established and ascertained in accordance with Clause 5 below.
2. The maximum aggregate liability of the Surety and the Contractor under this Performance Bond shall not exceed the sum of £[ \_\_\_\_\_ ] or ten percent (10%) of the total aggregate Contract Price (whichever is the greater) and the Parties hereto agree the liability of the Surety and the Contractor hereunder shall be joint and several and the liability of the Surety shall be co-extensive with the liability of the Contractor under the Contract.
3. The Contractor and the Surety shall not be released and/or discharged from the obligations contained in this Performance Bond in the event of either or any of the following:
  - (a) any change in the nature or extent of the Services being or being due to be performed under the Contract;
  - (b) any alteration to the terms, conditions and/or other provisions of the Contract;

- (c) any allowance of time, forbearance, indulgence, relaxation or other concession granted by the Council to the Contractor under the Contract in respect of its obligations thereunder;
  - (d) any compromise or settlement of any dispute between the Council and the Contractor (but so that the Council shall not pursue against the Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Contractor shall have complied with such terms);
  - (e) any act or default of the Council or its officers or by any breach or alleged breach of the Contract by the Council; or
  - (f) any determination, termination or other cessation of the Contract for any reason whatsoever.
4. The Surety's obligations and liabilities under this Performance Bond shall continue notwithstanding any disclaimer of the Contract by a liquidator, receiver or administrator appointed to the Contractor and the Contract shall for the purposes of this Performance Bond be deemed to continue notwithstanding any such disclaimer.
5. The Damages sustained by the Council by reason of an Event of Default (which shall where applicable include the fees of the expert appointed in accordance with Clause 5(c) below) shall be ascertained and established (at the discretion of the Council) by either:
- (a) written confirmation signed on behalf of the Council and countersigned by the Contractor as to the amount of the Damages payable to the Council by reason of an Event of Default; or
  - (b) a copy of a judgement of a court having jurisdiction or a copy of any award issued in arbitration or like proceedings carried out in conformity with the terms of the Contract; or
  - (c) the written determination of a professional expert qualified and experienced in the relevant area who shall be agreed between the Council and the Surety or in default of agreement shall be appointed by the President for the time being of the Law Society and who shall act as expert and not as arbitrator.
6. If an Event of Default shall occur, notwithstanding that the Damages sustained by the Council shall not have been ascertained and established in accordance with the provisions of Clause 5 of this Performance Bond, the Council may and shall at any time before the Expiry Date (as defined in Clause 7) give notice in writing to the Contractor and the Surety specifying the nature of the Event of Default and making a claim under the terms of this Performance Bond.
7. This Performance Bond shall remain in full force and effect until not less than twenty four months after the expiry of the Contract Period or, in the event that the Contract is extended pursuant to the Conditions thereof, twenty four months after the expiry of such extension period ("the Expiry Date") on which date the obligations of the Surety under this Performance Bond shall be released and discharged absolutely save in respect of any Event of Default which has occurred and in respect of which a claim in writing containing particulars of such Event of Default has been made upon the Surety before such date.
8. The Performance Bond shall be governed by and construed in accordance with English Law and the English Courts shall have jurisdiction over any dispute or difference which may arise between the parties hereto out of or in connection with this Performance Bond.

9. The Parties hereto intend this Performance Bond to take effect as a Deed.

**IN WITNESS** whereof the Parties hereto have executed this Performance Bond as a Deed by causing their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL OF THE CONTRACTOR  
was hereunto affixed in the presence of

.....  
DIRECTOR

.....  
DIRECTOR/SECRETARY

THE COMMON SEAL OF THE SURETY  
was hereunto affixed in the presence of

.....  
DIRECTOR

.....  
DIRECTOR/SECRETARY

## **APPENDIX B**

Please include for the following schedule 3 "The employer's special conditions".

### **SCHEDULE 3 THE EMPLOYER'S SPECIAL CONDITIONS**

#### **1. DEFINITIONS AND INTERPRETATION**

Terms and expressions used in these Employer's Special Conditions which are not defined elsewhere in this Agreement shall have the following meanings:

**"2000 Act"**

means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;

**"Best Value"**

means the Employer's duty to ensure continuous improvement in the way in which its functions are exercised having regard to:

- (a) economy, efficiency and effectiveness as that duty is defined in the Local Government Act 1999, all subsidiary legislation and Government guidance made thereunder and relevant Technical Releases of the Audit Commission; and
- (b) the Employer's independent objectives including (but not limited to) performance of equality, environmental welfare and regeneration;

each of which shall be considered and assessed with regard to every element of the Works;

**"Collateral Warranty"**

means the collateral warranty (contained in Schedule 3 of this Agreement) due to be given (where applicable) by the sub-contractor(s) in favour of the Employer, more specifically referred to in Special Condition 2.8 below;

**"Confidential Information"**

means Information, data and material of any nature which either Party may receive or obtain in connection with the Contract and:

- (1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or
- (2) the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or
- (3) the disclosure of which by the Employer would constitute a breach of confidence actionable by the Contractor or a third Party;

**"Clause"**

means (in the context of these Special Conditions and unless stated to the contrary in the context in which the term appears) a clause or sub-clause contained in these Employer's Special Conditions;

**“Environmental Information Regulations”**

means the Environmental Information Regulations 2004;

**“Islington Council’s Publication Scheme”**

means the publication scheme adopted by Islington Council pursuant to section 19 of the 2000 Act and as amended by the Council from time to time;

**“Information”**

means Information as defined in section 84 of the 2000 Act;

**“Legislation”**

means all Acts of Parliament and statutory regulations, instruments or orders, court decisions or judgements having the force of law and codes of practice issued thereunder and all applicable European Community legislation, as any of the same may be amended or interpreted from time to time;

**“Request for Information”**

means a Request for Information as defined in section 8 of the 2000 Act;

All other words and expressions used herein shall (where appropriate) be as defined in the JCT Form of Contract.

The Employer's Special Conditions are to be read and construed as part of the Contract Documents. In the event of conflict between any of the provisions herein and any other Contract Documents the Employer's Special Conditions shall prevail.

None of the Employer's Special Conditions are intended to relate to any non-commercial matter within the meaning of section 17(5) of the Local Government Act 1988, except to the extent that their inclusion is permitted by section 18 of that Act and by order specified by the Secretary of State under section 19 of the Local Government Act 1999.

**2. Competence and Sufficiency of the Persons Engaged upon the Works and collateral warranties**

- 2.1 The Contractor shall ensure that all of its personnel, agents and other staff engaged in the execution of the Works, and those of its sub-contractors so engaged or otherwise responsible, are competent to carry out their respective tasks with due regard to the Contractor’s obligations under the Contract and without undue inconvenience to the public and any other third parties throughout the duration of the Contract, including (without limitation) during periods of absence of some members of its personnel or other staff engaged in the execution of the Works due to sickness, maternity leave, holidays, training or otherwise.
- 2.2 The Contractor shall ensure that its personnel, sub-contractors and agents engaged in the execution of the Works are properly supervised and managed.

- 2.3 The Contractor shall ensure that a sufficient number of workers or workforce are engaged in the execution of the Works and those of its sub-contractors so engaged, to enable the Contractor to perform the Contract.
- 2.4 The Contractor shall, for the purposes of enabling the Employer to satisfy itself as to the Contractor's compliance with this Clause 2, maintain throughout the performance of the Contract proper and up-to-date records of all personnel engaged by the Contractor (including personnel of its sub-contractors) who are and/or who are likely to have any connection with the performance of the Contract including employee attendance records and shall afford the Employer full access to such records upon reasonable notice in writing by the Employer.
- 2.5 The Employer shall, on giving notice together with reasons to the Contractor, have the power to require the Contractor, (but not unreasonably or vexatiously), to remove any individual member or members of the Contractor's personnel, or of its sub-contractors.
- 2.6 The Employer shall under no circumstances be liable either to the Contractor or to its personnel, agents or its sub-contractors for any cost, expense, liability, loss or damage occasioned by removal under Clause 2.5 above and subject as aforesaid the Contractor shall fully indemnify the Employer in respect of any claim made by the said personnel, agents and/or subcontractors.
- 2.7 For the avoidance of doubt, the Contractor shall at all times be fully and solely responsible under this Contract for the payment of all income or other taxes, national insurance contributions and levies of every kind, relating to or arising out of its employment of any individual and fully indemnifies the Employer against any liability arising as a consequence thereof.
- 2.8 The Contractor undertakes to obtain collateral warranties in the form contained in Schedule 3 from all approved sub-contractors in favour of the Employer who shall be the named beneficiary of each warranty. It shall be a condition precedent of enforceability of the Contract that the Contractor obtains the said collateral warranties.
- 2.9 The Contractor undertakes to inform the Employer of any relationship (family or otherwise) to any member of the Employer organisation or its professional team employed on the Project and put notice in writing explaining the nature of the relationship.

### **3. Unlawful Discrimination and Equal Opportunities**

- 3.1 In the performance of its obligations in the Contract the Contractor shall comply and shall ensure that its personnel, agents and sub-contractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant Legislation (including but not limited to the Sex Discrimination Acts 1975 and 1986, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000 and the Disability Discrimination Act 1995) as well as statutory and other official guidance and codes of practice and any amendments to each of the same.

- 3.2 The Contractor acknowledges that the Employer has a general duty under the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000 (hereinafter referred to below as "the Acts") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunity and good race relations in carrying out their functions.
- 3.3 The Contractor shall be construed to have and accept that it has the same obligations as the Employer under the Acts when performing its obligations and will comply with any instructions issued by the Employer for the purpose of securing the Contractor's compliance with the Acts. The Contractor shall comply with the general duty under the Acts as set out in clause 3.2 above and any Codes of Practice issued by the Commission for Racial Equality including (but not limited to) the Code of Practice for the Elimination of Racial Discrimination and the Promotion of Equality of Opportunity in Employment.
- 3.4 The Contractor, its agents and sub-contractors shall adopt the Employer's own equal opportunities policies and procedures (as the same may be adopted and amended from time to time), or operate their own equal opportunities policy subject to prior approval by the Employer, to comply with the statutory requirements of the Acts and accordingly shall not, when employing persons for the purpose of performing the Contractor's obligations in the Contract, discriminate on the grounds of race directly, indirectly, by victimisation or otherwise.
- 3.5 The Contractor shall, at the request of the Employer, provide for the Employer a suitable breakdown of the workforce by race and grade as the Employer may reasonably require in order to be satisfied as to the Contractor's compliance with clauses 3.1 to 3.4 above. The Contractor shall monitor the representation within the workforce of employees of different racial groups (meaning groups of persons defined by reference to colour, race, nationality, ethnic or national origins) and further undertakes to report to the Employer the results of such monitoring at the Employer's request.
- 3.6 The Contractor shall be considered to be in breach of this clause 3 in the event of any non-compliance with any Legislation and codes of practice relating to unlawful discrimination and equal opportunities including but not limited to the Legislation specified in Clause 3.1 above.
- 3.7 The Contractor shall indemnify the Employer in respect of any liabilities, costs, damages, repairs, losses incurred in any action brought by the Commission of Racial Equality and/or any other third party against the Employer for non-compliance with the aforesaid Legislation and codes of practice in the event that the cause for non-compliance is the Contractor's breach of this Clause 3.
- 3.8 During the Contract Period the Contractor shall inform the Employer as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Contractor under any Legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising therefrom, and shall provide the Employer with such further information and documentation as may be required in relation thereto.

#### **4. Health and Safety**

4.1 The Contractor shall in executing the Works ensure that its personnel and any sub-contractor and any other person acting on behalf of the Contractor will comply with Legislation in relation to the safety and health of its employees, of sub-contractors, of any other persons in or near the site of the Works and of the members of the public. The Contractor shall comply with: i) all Legislation in the field of health and safety at work; ii) all specific requirements relating to health and safety contained in the Contract Documents; and iii) with any instructions the Employer may give to the Contractor in relation to health and safety.

4.2 For guidance of the Contractor the Legislation requiring compliance by the Contractor includes but is not limited to the Legislation specified below to the extent that it is applicable to the activities of the Contractor and of all persons engaged by the Contractor in the execution of the Works:

Construction (Health, Safety and Welfare) Regulations 1999;

Construction (Design and Management) Regulations 2007;

Lifting Operations and Lifting Equipment Regulations 1998;

Provision of Use of Work Equipment Regulations 1998;

Personal Protective Equipment at Work Regulations 1992;

Manual Handling Operations Regulations 1992;

Noise at Work Regulations 1989;

The Health and Safety at Work Etc. Act 1974;

The Control of Substances Hazardous to Health Regulations 1994;

The Occupiers' Liability Acts 1957 and 1984;

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

The Health and Safety (First Aid) Regulations 1981;

The Workforce (Health, Safety and Welfare) Regulations 1992;

The Management of Health and Safety at Work Regulations 1999;

The Health and Safety (Display Screen Equipment) Regulations 1992;

The Health and Safety (Information for Employees) Regulations 1989;

Manual Handling Operations Regulations 1992;

The Electricity at Work Regulations 1989;

The Noise at Work Regulations 1989;

Health and Safety (Safety, Signs and Signals) Regulations 1996;

Workplace (Health and Safety and Welfare) Regulations 1996;

Fire Certificates (Special Premises) Regulations 1976;

The Factories Act 1961;

Control of Asbestos at Work Regulations 2002.

- 4.3 The Contractor shall comply with all relevant codes of guidance related to health and safety including but not limited to guidance issued by the Health and Safety Executive.
- 4.4 The Contractor shall inform the Employer as soon as becoming aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the health and safety of its employees or of other persons, or of any conviction on such prosecution, and shall provide the Employer with such further information and documents as the Employer may require.
- 4.5 The Contractor shall:
- 4.5.1 if so requested by the Employer, provide the Employer with a copy of the Contractor's health and safety policy, health and safety codes of practice and risk assessments;
- 4.5.2 consult regularly with such health and safety representatives or committees as the Contractor's employees may appoint or establish;
- 4.5.3 keep its health and safety policy, health and safety codes of practice and risk assessments under review and make any amendments necessary, particularly where there has been a change to current Legislation or working practices or the introduction of new equipment (including vehicles) and shall notify the Employer in writing of any changes made; and
- 4.5.4 comply with any changes, amendments or further instructions reasonably issued by the Employer in connection with the Contractor's health and safety procedures; and
- 4.5.5 comply with all practices, procedures, guidelines and other requirements relating to health and safety as may be specified in any other Contract Documents.
- 4.6 The Contractor shall comply with the Islington Council Employer's Code of Practice for Construction Sites (which is guidance on good environmental practice) as directed by the Employer, the contents of which shall be notified to the Contractor by the Employer if the Employer determines that it is applicable to the activities of the Contractor under the Contract.
- 4.7 The Contractor shall indemnify the Employer against all claims and proceedings and all liabilities, losses, costs, damages and expenses incurred in connection therewith by the Employer as a result of any breach of this clause 4 by the Contractor, its employees, sub-contractors or agents.
- 5. FREEDOM OF INFORMATION**
- 5.1 The Contractor acknowledges that the Employer is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all

reasonable endeavours to assist the Employer (at the Contractor's expense) to comply with its obligations imposed under those provisions.

- 5.2 The Contractor shall process Information provided to the Contractor by the Employer, produced in the performance of the Contract or relating to the Contract in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the 2000 Act.
- 5.3 Subject to Clause 5.6, the Contractor shall and shall procure that its Subcontractors shall:
  - 5.3.1 transfer any Request for Information received by the Contractor or its Subcontractors to the Employer promptly and, in any event, within two Working Days of its receipt;
  - 5.3.2 provide the Employer with a copy of all Information in its possession or power in the form and within the time scale that the Employer requires;
  - 5.3.3 provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request Information within the time for compliance prescribed by Section 10 of the 2000 Act; and
  - 5.3.4 do not respond directly to a Request for Information or disclose or release Information without the prior written authority of the Employer.
- 5.4 Subject to Clause 5.6, the Employer shall be responsible for determining, in its absolute discretion, whether:
  - 5.4.1 Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;
  - 5.4.2 any Information is to be disclosed in response to a Request for Information.
- 5.5 The Contractor acknowledges that the Employer may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:
  - 5.5.1 without consulting the Contractor; or
  - 5.5.2 following consultation with the Contractor and having taken its views into account.
- 5.6 Where the 2000 Act applies to the Contractor (by virtue of an order made under Section 5 of the 2000 Act or otherwise), the Contractor shall:
  - 5.6.1 comply with the 2000 Act and any associated Legislation and codes of practice (including (without limitation) the Secretary of State's and Lord Chancellor's codes of practice issued under sections 45 and 46 of the 2000 Act); and
  - 5.6.2 where the Contractor receives a Request for Information from a third Party under the 2000 Act, which relates to the Employer and/or this Contract:

- 5.6.2.1 inform the Employer about the Request For Information and the nature of the Information being sought as soon as reasonably possible;
  - 5.6.2.2 consider and apply all lawful exemptions provided under the 2000 Act to withhold Information sought in terms of the Request For Information;
  - 5.6.2.3 consult with the Employer prior to the disclosure of any such Information; and
  - 5.6.2.4 keep the Employer informed about the Contractor's progress in dealing with any Request For Information and where requested by the Employer provide the Employer with copies of any correspondence and documents relating to the Request For Information.
- 5.7 The Contractor shall indemnify the Employer against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Employer as a result of any breach of this Clause 5 by the Contractor, the Contractor's Personnel, Sub-contractors or agents.
- 5.8 The Contractor acknowledges that Confidential Information is indicative only and that the Employer may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.

## **6. CONFIDENTIALITY AND PUBLICITY**

### **Confidentiality**

- 6.1 Subject to Clauses 6.3, 6.6 and 6.8 each Party undertakes to the other Party:
- 6.1.1 to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly both during the Contract Period and following expiry or termination of the Contract;
  - 6.1.2 not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of the Contract or except where such disclosure is otherwise expressly permitted by the provisions of this Contract; and
  - 6.1.3 not use any Confidential Information received from the other Party otherwise than for the purposes of or in connection with Contract.
- 6.2 The Parties shall use of all reasonable endeavours to procure that their employees, agents and subcontractors keep confidential and do not make any disclosure of Confidential Information to any third Party in breach of Clause 6.1 above and only use such Confidential Information in connection with the performance of the Contract.
- 6.3 Clause 6.1 shall not apply to any disclosure of Confidential Information:

- 6.3.1 which a Party can demonstrate has or becomes generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Party;
- 6.3.2 which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;
- 6.3.3 which is received from a third Party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 6.3.4 which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 6.3.5 to enable a determination to be made under the Dispute Resolution Procedure in Clause 9 of the JCT Form of Contract;
- 6.3.6 by either Party to any department, office or agency of the Government;
- 6.3.7 which is for the purpose of:
  - (i) the examination and certification of the Employer's or the Contractor's accounts; or
  - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has utilised its resources; or
- 6.3.8 which is independently developed without access to the Confidential Information;
- 6.3.9 by the Employer to any third party insofar as this may be necessary to the performance or provision by that party of any services or works whatsoever for or to the Employer; or
- 6.3.10 by the Employer to any associated company relating to the Employer's residential or non residential properties and further disclosure by the Employer insofar as this is reasonably necessary for the proper discharge of the Employer's functions which have been or may be delegated by the Employer to a third party; or
- 6.3.11 by the Employer in service monitoring reports to the Employer's Executive or other member body or to the Employer's board, sub-boards or committees.
- 6.4 The Contractor shall not make use of this Contract or other information issued or provided by the Employer in connection with this Contract otherwise than for the purpose of this Contract, except with the prior written consent of the Employer.
- 6.5 When the Contractor, in carrying out its obligations under this Contract, is provided with Confidential Information or other information relating to users or potential customers of the Services the Contractor shall not disclose or make use of any such Confidential Information or other information otherwise than for the purpose for which it was provided, unless the Contractor has sought and obtained the prior written consent of that person or the Employer.
- 6.6 At the request of the Employer, the Contractor shall facilitate the Employer's compliance with the Code of Practice on Access to Government Information (second

edition) or the Environmental Information Regulations and in the event that the Employer is required to provide information to a person as a result of a request made to it under such Code or regulations, the Contractor shall provide such information relating to the contract, the Services or itself to enable the Employer to adhere to the requirements of the Code or regulations.

- 6.7 Nothing in this Clause 6 shall prevent either Party from using any ideas, know-how or techniques gained during the performance of this Contract in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 6.8 The Contractor acknowledges to the Employer that nothing in this Clause 6 shall fetter or affect the Employer's obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

## Publicity

- 6.9 Subject to Clause 6.11, the Contractor shall not and shall procure that any member of the Contractor's Personnel or Subcontractor shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Contract or the matters contained in this Contract without obtaining the Employer's prior written approval as to its contents and manner and timing of its presentation and publication.
- 6.10 The Contractor shall not and shall procure that any member of the Contractor's Personnel, shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Contract without the prior written approval of the Employer.
- 6.11 Either Party may make a public statement or announcement concerning the completion of this Contract if required by:
- 6.11.1 law; or
- 6.11.2 any regulatory or Government body to which either Party is subject or submits, wherever situated, whether or not the requirement has the force of law PROVIDED THAT any such statement does not contravene the duty of confidentiality contained in Clause 6.1
- 6.12 Subject to the provisions of Clause 6.1 the Employer reserves the right to publish or disseminate information about this Contract and the provision of the Services as it may deem appropriate from time to time.

## 7. Best Value

The Contractor undertakes to perform the Works in order that the Employer will achieve its objectives and/or requirements in accordance with duties to ensure Best Value and agrees upon request from the Employer to liaise with the Authorised Officer to agree means upon which Best Value can be realised by the Parties.

## 8. Prevention of Corruption

- 8.1 Neither the Contractor nor any Subcontractor nor any other person employed by the Contractor or acting on the Contractor's behalf shall commit and the Contractor warrants and represents that in entering this Contract, neither the Contractor nor any such person has committed any of the following ("Prohibited Acts").
- 8.1.1 offer, give or agree to give to the Employer, any Employer Party or any other person any gift or consideration of any kind as an inducement or reward:
    - 8.1.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Employer; or
    - 8.1.1.2 for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Employer;
  - 8.1.2 enter into this Contract or any other contract with the Employer in connection with which commission has been paid or has been agreed to be paid by the Contractor (or anyone acting on its behalf or to its knowledge) unless before such contract is made, particulars of any such commission and the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Employer;
  - 8.1.3 commit any offence under the Prevention of Corruption Acts 1889 to 1916, or Section 117(2) of the Local Government Act 1972 or under Legislation creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Employer; or
  - 8.1.4 defraud or attempt to defraud or conspire to defraud the Employer.
- 8.2 If the Contractor (or the Contractor's Personnel or anyone acting on its behalf or to its knowledge) commits any of the Prohibited Acts with or without the knowledge of the Contractor, in relation to this Contract then the Employer shall be entitled to:
- 8.2.1 terminate this Contract by notice in writing having immediate effect upon which the provisions of Condition 10 shall apply; and \ or
  - 8.2.2 require the Contractor to procure the termination of any Subcontract or agency agreement if the Prohibited Act is that of the Contractor's Sub-contractor or agent; and\or
  - 8.2.3 require the Contractor to dismiss an employee of the Contractor, if the Prohibited Act is committed by the employee acting independently of the Contractor; and\or
  - 8.2.4 recover from the Contractor any loss sustained in consequence of any breach of Clause 8.1 by the Contractor.
- 8.3 The Contractor shall promptly inform the Employer of the occurrence of any Prohibited Act of which it becomes aware.
- 8.4 Any termination notice given pursuant to Clause 8.2.1 shall specify:
- 8.4.1 the nature of the Prohibited Act;
  - 8.4.2 the identity of the party whom the Employer believes has committed the Prohibited Act; and
  - 8.4.3 the date on which the Contract will terminate.

## 9. Gratuities, Tips and Charges

- 9.1 The Contractor shall not whether itself or by any of the Contractor's Personnel engaged in the provision of the Services solicit or accept any gratuity, tip or any form of money taking or reward, collection or charge for the provision of any part of the Services other than bona fide charges approved by the Employer.

## **10. Enforcement**

- 10.1 In the case of any breach of the Clauses contained in these Employer's Special Conditions it shall be lawful for the Employer (save in so far as is expressly prohibited by section 18 of the Local Government Act 1988 and without prejudice to any other rights or remedies that the Employer may have under the provisions of the Employer's Special Conditions contained herein) to rely upon any rights and remedies available to the Employer under the Conditions of the JCT Form of Contract as if these Special Conditions formed part of the JCT Form of Contract.
- 10.2 If the Contractor fails to comply with any of the Employer's Special Conditions contained herein the Employer shall be entitled to issue a written instruction stating the action which the Contractor will be required to take to comply with the relevant Employer's Special Conditions. If within seven days after receipt of a written notice from the Employer requiring compliance with such written instruction the Contractor does not comply therewith then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all costs incurred thereby may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt.
- 10.3 Furthermore the Contractor's failure to comply with a written instruction issued under Clause 10.2 above shall be deemed to be a ground under clause 8.4 of the JCT Form of Contract entitling the Employer to give the Contractor a notice specifying as a default or defaults the Contractor's non-compliance with the aforementioned written instruction and the Employer shall have the right to determine the employment of the Contractor for continuing the default or defaults as provided by the JCT Form of Contract.
- 10.4 For the avoidance of doubt the Employer's right to terminate the Contract in accordance with the Conditions of Contract if the Contractor fails to comply with the Contractor's obligations under the Contract shall also apply to any failure by the Contractor to comply with the Special Conditions.
- 10.4 Notwithstanding anything to the contrary contained herein the Contractor shall indemnify the Employer against all claims and proceedings and liabilities, losses, costs and expenses incurred in connection therewith by the Employer as a result of any breach of the Employer's Special Conditions contained herein.
- 10.5 Notwithstanding anything to the contrary contained herein, any sums recoverable by the Employer under any of the Special Conditions may be deducted from monies due or to become due to the Contractor by the Employer as a debt and may be withheld or deducted from any monies due or to become due to the Contractor in accordance with the JCT Form of Contract or from any other sums payable by the Employer to the Contractor under any other contract between the Parties.

## **11. Sufficiency of Information**

The Employer does not warrant the accuracy of any representation or statement of fact or law given to the Contractor by the Employer, its servants or agents at any time before the execution of this Contract and following the execution of the Contract (where such representation or statement has not been by agreement incorporated as a term to the Contract). The Employer shall not be liable to the Contractor for any loss or damage which the Contractor may sustain as a result of relying on any such representation, statement, information or advice whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, save in so far as the relevant representation, statement, information or advice was made or given fraudulently.

## **12. Copyright, Royalties and Patent Rights**

- 12.1 Any Intellectual Property Rights in the Employer's Special Conditions shall remain the property of the Employer; the Contractor may obtain or make at its own expense further copies of the same exclusively for the use of the Contractor for the performance of the Project.

## **13. Entire Agreement**

This Contract supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the Works. Unless otherwise stated herein, this Contract applies in place of and prevails over any other terms, conditions and prior representations, whether contained in correspondence or implied by custom or law. Nothing in this Contract shall limit liability for fraudulent misrepresentation.

- End -

### SCHEDULE 3

#### COLLATERAL WARRANTY TO BE GIVEN BY A SUB-CONTRACTOR IN FAVOUR OF THE EMPLOYER

**THIS COLLATERAL WARRANTY** is made the                      day of                      200[ ]

**by**

(1) [                                      ] whose registered office is at [                                      ] (“the  
Sub-Contractor”)

**in favour of**

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON**  
of the Town Hall, Upper Street, London N1 2UD (“the Employer”)

#### **WHEREAS**

The Employer has entered into a contract for the rendering of restoration and construction works in respect of [                      ] (“the Contract”) with Albany Construction Company Limited (“the Contractor”).

The Sub-Contractor carries on business as a firm of [                                      ] and has been appointed to provide [                                      ] in that capacity by the Contractor under a sub-contract dated [                      ] (“the Sub-contract”).

#### **NOW IN CONSIDERATION OF THE PAYMENT OF ONE POUND (£10.00) RECEIPT OF WHICH THE SUB-CONTRACTOR HEREBY ACKNOWLEDGES THIS DEED**

**WITNESSETH** as follows:-

1. In this Deed the following words and expressions shall where the context so admits be deemed to have the following meanings:-  
  
“Project Completion” means [                      ];  
  
“the Site” means the [                      ];  
  
“the Project” means [                      ].
  
2. The Sub-contractor hereby warrants to the Employer in relation to the Project that the Sub-contractor has exercised and will continue to exercise skill, care and due diligence appropriate to its role, responsibilities and expertise under the Sub-Contract in relation to the Project and within the scope of the Sub-Contract and that it has complied and will comply in all respects with the terms of the Sub-Contract.

- 3.1 The Sub-Contractor hereby further warrants to the Employer in relation to the Project that the Sub-Contractor will take out and maintain in full force and effect professional indemnity insurances in accordance with the Contract and/or as required by the Employer.
- 3.2 The Sub-Contractor undertakes to provide to the Employer within seven (7) days from the date hereof evidence of the insurances referred to in clause 3.1 above duly completed and signed by the Sub-Contractor's insurers or brokers, and further undertakes to provide to the Employer copies of each annual renewal notice in respect of such policy and written confirmation from the Sub-Contractor's insurers or brokers that each annual premium has been paid, within seven (7) days of each renewal date of such policy.
4. Without prejudice to the generality of clause 2, the Sub-Contractor further warrants to the Employer that it has used and will continue to use skill, care and due diligence referred to in clause 2 to ensure that there shall not be used in any part of the Project any materials or substances generally known at the time of specification or incorporation in the Project to be deleterious to health or safety or to the integrity of buildings or other structures or finishes or plant and machinery.
5. The Sub-Contractor hereby grants with full title guarantee to the Employer an irrevocable royalty-free licence to use and reproduce all drawings, specifications and other documents and information of any kind which have been or are to be written, originated or made by or for the Sub-Contractor pursuant to the Sub-Contract, for any purpose relating to the Project including without limitation the execution, completion, promotion, sale, letting, management, maintenance, repair, refurbishment, alteration or extension of the Project or any part thereof but so that the Sub-Contractor shall not be liable for any such drawings, specifications and other documents if and to the extent that the same are used for any purpose other than that for which the same were prepared as if when ascertaining such purpose and use the Employer had been named jointly with the Contractor in the Sub-Contract. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties

The Sub-Contractor agrees on request at any time to provide to the Employer access to and copies of such documents provided that the Employer shall reimburse to the Sub-Contractor the reasonable cost of producing such copies. The Sub-Contractor warrants to the Employer that the use of such documents in connection with the Project will not infringe the rights of any third party and that in so far as such documents are not the Sub-Contractor's own original work that all sums payable in respect of the supply and use thereof have been paid by the Sub-Contractor.

In the event of breach of any of the aforesaid undertakings by the Sub-Contractor, the Sub-Contractor will indemnify the Employer against all losses, costs, damages, expenses and liabilities the Employer may incur as a consequence thereof.

6. The Employer may upon written notice to the Sub-Contractor assign, charge and/or transfer the benefit of this Deed or any part or parts thereof to two further parties without the consent of the Sub-Contractor being.
7. It is acknowledged that whatever the manner in which the parties have executed this Deed the period of limitations applicable to any claim or claims arising out of or in connection with this Deed shall be twelve (12) years from the date the Project achieves Project Completion.
8. Any notice to be served under the terms of this Deed shall be in writing and if despatched by registered post or recorded delivery to the other party at its aforementioned address shall be deemed to have been received by such party forty-eight hours after being posted.
9. The Sub-Contractor agrees with the Employer not to vary the terms of the Sub-Contract in a manner that would prejudice the benefit of this Deed without the prior consent of the Employer.
10. This Deed shall in no way prejudice or effect any other rights or remedies of the Employer against the Sub-Contractor whether in common law or otherwise in respect of the Project or other matters referred to herein.
11. This Deed shall be governed by and construed in accordance with the Laws of England.
12. Notwithstanding the completion of the Project or any part thereof this Deed shall continue to have effect.
13. If any dispute or difference shall arise between the parties at any time out of or in connection with this Deed then such dispute or difference shall be resolved in accordance with the Contract save that any reference to "the Supplier" shall mean "the Sub-Contractor".
14. The parties agree that in the event of any dispute or difference between the Sub-Contractor and the Contractor under the Sub-Contract being referred to adjudication and the subject matter of the dispute or difference is any matter which concerns the Contract then either party may request that the Employer be joined in the adjudication.

**IN WITNESS WHEREOF** the Sub-Contractor has executed this document as a deed the day and year first above written

Executed as a deed by  
[    ]

**SCHEDULE 3**

**FORMS OF BOND AND  
PARENT COMPANY GUARANTEE**

## APPENDIX C

The Tenderer shall state below the analysis of the lump sums given in Appendix C for SMM7 clauses A11, A30-A44 and A51. In the event of items in Appendix B not being completed, then the lump sums will be treated as non-adjustable.

	Description	A Fixed Charge  £	B number of units Hr/Day/W  £	C Cost of unit  £	D Time Related Cost: BxC  £	E Total A + D  £
A11	Drawings					
A30	Tenders					
A31	BS Products Demolish Refix Make good Match Renew					
A32	Supervision Progress Insurances Telephone Inst Reinstatement Programme Pesticides					
A33	Good practice Quality Proprietary products Protection (products)					
A34	Noise etc Existing services Annoyance Protection (work)					
A35	Completion Possession Limitations (space) Limitations (hours) Materials on site Adverse weather Standing orders					

	Description	A Fixed Charge  £	B number of units Hr/Day/W  £	C Cost of unit  £	D Time Related Cost: BxC  £	E Total A + D  £
A36	Offices Sanitary Temp fences etc Name boards Temperature Telephone					
A40	Site administration					
A41	Temporary accommodation					
A42	Light and power Water Telephone Safety Remove rubbish Drying Adverse weather Security Maintain roads Small plant General attendance					
A43	Generally					
A44	Temporary roads Scaffolding Temp hoardings Traffic regulations					

NB In the event of a discrepancy between Appendices B and C, then the lump sums given in Appendix C will be taken as the correct figure for Contract purposes.

The tenderer shall state below the lump sum prices of the individual clauses in Bill 1

Description

Page

Item

£

p

PRELIMINARIES  
TO MAIN SUMMARY  
£