



dated 22 December 2021

Terra Nova Developments Limited
and
Eric Wright Construction Limited

JCT Design and Build Contract 2016 edition (as amended)

in relation to works at Ancoats Dispensary

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Contents

Appendix 1 - Schedule of Amendments to Conditions of Contract	14
Appendix 2 - JCT 2016 Contractor/Third Party Collateral Warranty	47
Appendix 3 - JCT 2016 Sub-Contractor or Sub-Consultant/Employer	50
Appendix 4 - JCT 2016 Sub-Contractor or Sub-Consultant/Third Party	54
Appendix 5 - Form of Performance Bond	58
Appendix 6 - Adjudication Agreement	62
Appendix 7 - KPIs	65
Appendix 8 - Standard execution as deed clauses	66
Appendix 9 - Parent Company Guarantee	71
Appendix 10 - Vesting Certificate	77
Appendix 11 - Payment Guarantee	81
Appendix 12 - Planning Conditions Matrix	86
Appendix 13 - Retained Materials	87

Agreement

dated 22 December 2021

Parties

- (1) **Terra Nova Developments Limited** (company number 05096482) of/whose registered office is 2a Derwent Avenue, Manchester, England, M21 7QP (the **Employer**) and
- (2) **Eric Wright Construction Limited** (company number 00190204) whose registered office is at Sceptre House, Sceptre Way, Bamber Bridge Preston, Lancashire, PR5 6AW (the **Contractor**).

Recitals	First	the Employer wishes to have the design, construction, completion and defects rectification of 39 apartments including associated back of house and communal areas, which comprise the remediation and repair of existing grade II listed facades, the restoration and repair of grade II listed external tower, and new build construction including a 5th storey extension and external works (the Works) at Ancoats Dispensary, Old Mill Street, Ancoats, Manchester, M4 6EB in accordance with the conditions of the JCT Design and Build Contract (2016 edition) and schedules annexed thereto subject to the amendments and insertions set out in these Articles of Agreement and Appendix 1 hereto (hereinafter together called the Conditions) and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements (the Employer's Requirements);
	Second	in response to the Employer's Requirements the Contractor has supplied to the Employer: 1 documents showing and describing the Contractor's proposals for the design and construction of the Works (the Contractor's Proposals); and 2 an analysis of the Contract Sum (the Contract Sum Analysis) which the Contractor would require for carrying out that which is necessary for completing all the Works in accordance with the Conditions;
	Third	the Contractor has examined the Employer's Requirements and subject to the Conditions, is satisfied that the Contractor's Proposals and the Contract Sum Analysis meet the Employer's Requirements;
	Fourth	for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004 the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;
	Fifth	Not used.
	Sixth	Not Used;

Seventh whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars subject to the relevant amendments set out in this Agreement.

Operative clauses

Now it is hereby agreed as follows

Article 1

Contractor's Obligations The Contractor shall complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents.

Article 2

Contract Sum The Employer will pay to the Contractor at the times and in the manner specified in the Conditions, the VAT exclusive sum of [REDACTED]
[REDACTED] (the **Contract Sum**) or such other sum as becomes payable under this Contract.

Article 3

Employer's Agent For the purpose of this Contract the Employer's Agent is Turner & Townsend Project Management Ltd of Low Hall, Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH or such other person as the Employer nominates in his place. Save to the extent that the Employer may otherwise specify by written notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and to otherwise act for the Employer under any of the Conditions.

Article 4

Employer's Requirements and Contractor's Proposals The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5

Principal Designer The Principal Designer for the purposes of the CDM Regulations is Thornton Firkin LLP of 137 Newhall Street, Birmingham, B3 1FS or such replacement as the Employer at any time appoints to fulfil that role.

Article 6

Principal Contractor The term Principal Contractor for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 7.1

Negotiation

If any dispute or difference shall arise between the Parties at any time out of or in connection with this Contract or the Works then without prejudice to the rights of the Parties under the remainder of this Article the Party who believes that a dispute has arisen shall give written notice to the other Party including all available details as soon as it is aware of such dispute and the Parties shall meet with the Employer's Agent in attendance and shall through discussions, correspondence and further meetings endeavour to resolve such dispute by negotiation during a period of up to 28 days thereafter.

Article 7.2

Dispute Difference Adjudication

- or If any dispute or difference arises under this Contract either Party may
- refer it to adjudication in accordance with clause 9.2 and enter into the appointment at Appendix 6 with the Adjudicator or in such other form as the Adjudicator may agree.

Article 7.3

Dispute Difference – Legal Proceedings

- or If any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or in connection therewith shall arise between the Parties either during the progress or after the completion or abandonment of the Works or after the determination of the employment of the Contractor it shall subject to Articles 7.1 and 7.2 be determined by legal proceedings and the parties agree that the English courts shall have jurisdiction over any such dispute or difference.

Article 7.4

Limitations

The parties hereby agree that in any adjudication, court or other proceedings in connection with this Contract the limitation period for all claims and causes of action of any nature shall be no less than twelve (12) years from the date of Practical Completion.

Article 8

Prior Agreements

This Contract represents the entire agreement between the Employer and the Contractor and supersedes any previous agreement or understanding between them in relation to the Works including, but not limited to any letter of intent, pre-construction services agreement, consultancy appointment or similar agreement (**Prior Agreement**). This Contract subsumes and extinguishes any Prior Agreement in its entirety and payment for works or services undertaken pursuant to any Prior Agreement shall be deemed to be payment under the terms of this Contract which the parties shall give due credit for.

Contract Particulars

* Delete as appropriate

Subject	Clause etc.	
Construction Industry Scheme (CIS)	Fourth Recital and clause 4.5	Employer at the Base Date is not a contractor for the purposes of the CIS
Description of Sections (if any)	Fifth Recital	Not Applicable
<i>(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are Shown)</i>		
Framework Agreement (if applicable)	Sixth Recital	Not Applicable
<i>(State date title and parties)</i>		
Supplemental provisions – Part 1	Seventh Recital and Part 1 of Schedule 2	
<i>(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision does not apply)</i>		
Named Sub-Contractors		Supplemental Provision 1 does not apply
Valuation of Changes – Contractor's estimates		Supplemental Provision 2 applies
Loss and expense – Contractor's estimates		Supplemental Provision 3 applies
Supplemental Provisions – Part 2	Seventh Recital and Part 2 of Schedule 2	
<i>(Where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision applies)</i>		
Acceleration Quotation		Supplemental Provision 4 applies
Collaborative working		Supplemental Provision 5 applies
Health and safety		Supplemental Provision 6 applies

Subject	Clause etc.	
Cost savings and value improvements		Supplemental Provision 7 applies
		The Incentive(s) are as follows:
		• None
Sustainable development and environmental considerations		Supplemental Provision 8 applies
Performance indicators and monitoring		Supplemental Provision 9 does not apply
Notification and negotiation of disputes		Supplemental Provision 10 does not apply
Employer's Requirements	Article 4	Annex 01 – of the Contract Documents subject always to clause 1.13
<i>(State reference numbers and dates or other identifiers of the relevant documents).</i>		
Contractor's Proposals	Article 4	Annex 15 of the Contract Documents
<i>(State reference numbers and dates or other identifiers of the relevant documents).</i>		
Contract Sum Analysis	Article 4	Annex 15 of the Contract Documents
<i>(State reference numbers and dates or other identifiers of the relevant documents).</i>		
Base Date	clause 1.1	22 October 2021
BIM Protocol (where applicable)	clause 1.1	Not Applicable
<i>(State title, edition, date or other identifiers of the relevant documents)</i>		
Date for Completion of the Works	clause 1.1	1 December 2023
<i>(Where completion by Sections does not apply)</i>		
Sections: Dates for Completion	clause 1.1	Not applicable
Addresses for service of notices etc. by the Parties	clause 1.7	Employer: 2a Derwent Avenue, Manchester, M21 7QP

Subject	Clause etc.	
<i>(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement).</i>		Contractor: Sceptre House, Sceptre Way, Bamber Bridge, Preston, Lancashire, PR5 6AW
Date of Possession of the Site	clause 2.3	22 December 2021
<i>(where possession by Sections does not apply)</i>		
Sections: Dates of Possession of Section		Not applicable
Deferment of possession of the Site	clauses 2.4 and 2.26.2.3	Clause 2.4 applies and the maximum period of deferment may be up to six (6) calendar weeks
<i>(Where possession by Sections does not apply)</i>		
Sections: deferment of possession of Sections		Not applicable
Liquidated damages	clause 2.29.2	At the rate of [REDACTED] per week or part thereof
<i>(Where completion by Sections does not apply)</i>		
<i>(Where no liquidated damages are specified or the words 'nil' or 'not applicable' (or similar or equivalent) are used, then the Employer shall be entitled to claim general damages in respect of the Contractor's failure to achieve Practical Completion prior to the Date for Completion)</i>		
Sections: rate of liquidated damages for each Section		Not applicable
Sections: Section Sums	clause 2.34	Not applicable
Rectification Period	clause 2.35	Twelve (12) months from the date of Practical Completion of the Works (or twelve months if no other period is stated)
<i>(Where completion by Sections does not apply) (If no other period is stated, the period is 6 months)</i>		
Sections: Rectification Period		Not applicable
Novation of members of the Employer's Professional Team	3.18	Not used

Subject	Clause etc.	
4.6	Advance payment	Clause 4.6 does not apply
4.6	Advance Payment Bond	Clause 4.6 does not apply
Method of Payment- alternatives	clause 4.7.1	periodically in accordance with Alternative B (clause 4.13)
Interim Payments - Interim Valuation Dates <i>(If no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)</i>	clause 4.7.2	The first Interim Valuation Date is One calendar month after the date of possession and thereafter the 25 th of each month or the nearest Business Day in that month
Listed Items – uniquely identified <i>(Delete the entry if no bond is required)</i>	clause 4.15.4	Not applicable
Listed Items – not uniquely identified <i>(Delete the entry if clause 4.15.5 does not apply)</i>	clause 4.15.5	Not applicable
Contractor's Retention Bond <i>(Not applicable unless stated to apply with relevant particulars given below)</i>	clause 4.17	Clause 4.17 does not apply
Retention Percentage <i>(The percentage is 3 per cent unless a different rate is stated or a Retention Bond is being provided).</i>	clause 4.18.1	3 per cent
Daywork	clause 5.5	The Percentage Additions to each section of the prime cost, or if they apply in respect of labour, the All-Inclusive Rates, are set out in the following documents: Dayworks to be based upon RICS Rules and Guidance
Contractor's Public Liability insurance – injury to persons or property- the required level of cover is not less than	clause 6.4.1	£10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of one event

Subject	Clause etc.	
Insurance – liability of Employer	clause 6.5.1	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £10,000,000 (ten million pounds)
Works insurance–	clause 6.7 and	Schedule 3:
Insurance Option applicable	Schedule 3	Insurance Option C applies
Percentage to cover professional fees		15 per cent
<i>(If no other percentage is stated, it shall be 15 per cent)</i>		
Where Insurance Option A applies and cover is to be provided under the Contractor's Annual policy (paragraph A.2), the annual renewal date is		Not applicable
<i>(As supplied by the Contractor)</i>		
Where Insurance Option C applies, paragraph C.1		Applies (the C.1 Replacement Schedule)
<i>(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)</i>		
Terrorism Cover – details of the required cover	clause 6.10 and	Are set out in the following document(s):
	Schedule 3	
<i>(Unless otherwise stated, Pool Re Cover is required)</i>		
Professional Indemnity insurance	clause 6.15	£5,000,000 (five million pounds)
<i>(If no period is selected, the expiry date shall be no earlier than 12 years from the date of Practical Completion of the Works)</i>		

Subject**Clause etc.**

Level of cover

Amount of indemnity required relates to claims or series of claims arising out of one event and is not less than:

£5,000,000 for each and every claim

Level of cover for pollution/
contamination claims

As above

(If none is stated, the required level of cover shall be the full amount of the indemnity cover stated above).

Joint Fire-Code

clause 6.17

The Joint Fire Code

(If not stated the Joint Fire Code shall be deemed to apply)

Applies

If the Joint Fire Code applies,
state whether the insurer under
Insurance Option A,

Yes

B or C (paragraph C.2) has
specified that the Works are a
'Large Project'

Joint Fire Code – amendments/
revisions

clause 6.20

The cost, if any, of compliance with
amendment(s) or revisions(s) to the Joint Fire
Code shall be borne by *the
Employer/Contractor

*(The cost shall be borne by the
Contractor unless otherwise stated)*

Assignment/grant by Employer of
rights under clause 7.2

clause 7.2

Applies

*(If neither entry is deleted clause 7.2
applies)*

Sections: rights under clause 7.2

clause 7.2

Rights under clause 7.2 apply to each
Section.

*(Delete the entry if rights are not to
apply to each Section or amend if they
are to apply to certain Sections only)*

Performance bond or guarantee
from bank or other approved
surety

clause 7.3.1

Is required

Subject	Clause etc.	
<i>(If this entry is not completed, a performance bond or guarantee is not required)</i>		
The required form of the bond or guarantee is set out in		Appendix 5 (or such other substantially similar form as the Employer may approve)
Initial value		10 per cent of the Contract Sum
Period of validity - if not specified in the required form, the expiry date of the performance bond or guarantee is to be		From the commencement of the Works until Practical Completion is achieved
<i>(If no entry is selected, the date shall be date of the Notice of Completion of Making Good for the Works)</i>		
Guarantee from the Contractor's parent company	clause 7.3.2	Is required
Parent company's name and registration number		Eric Wright Group Limited (02841234) of Sceptre House, Sceptre Way, Bamber Bridge, Preston, Lancashire, United Kingdom, PR5 6AW
<i>(This should be the Contractor's ultimate holding company (where applicable) or (in the Employer's sole discretion) such other company as the Employer may accept).</i>		
The required form of the guarantee is set out in		Appendix 9
Sub-contractor / sub-consultant warranties	Clause 7.8	Required from those sub-consultant or sub-contractor contributing to the design of the Works as specifically listed in clause 7.8:
Period of suspension	clause 8.9.2	Two months
Period of suspension	clauses 8.11.1.1 to 8.11.1.6	Six months
Adjudication – Nominator of Adjudicator	clause 9.2.1	The adjudicator is not named herein The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors

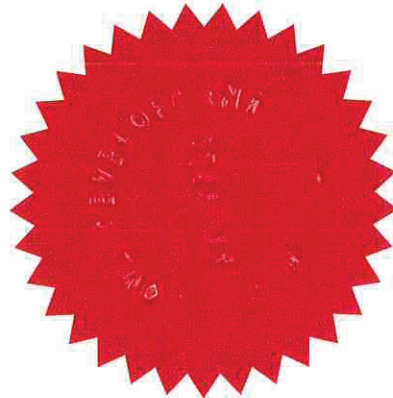
BUILDING CONTRACT EXECUTION PAGE:

EXECUTED and **DELIVERED** as a deed by both the Employer and the Contractor on the date which first above appears:

EXECUTED as a **DEED** by **TERRA NOVA**)
DEVELOPMENTS LIMITED acting by)
....., a director and)
....., a director **OR** its)
secretary

Director *Motta H.*

Director/Secretary *H. Spencer*



EXECUTED as a **DEED** by **ERIC WRIGHT**)
CONSTRUCTION LIMITED acting by)
....., a director and)
....., a director **OR** its)
secretary

Director *EB*

Director/Secretary *[Signature]*