



This contract has been amended from the original template.

DB 2016
Design and Build Contract 2016

2016

DESIGN AND BUILD CONTRACT

Design and Build Contract (DB)**Appropriate:**

- where detailed contract provisions are necessary and Employer's Requirements have been prepared and provided to the Contractor;
- where the Contractor is not only to carry out and complete the works, but also to complete the design; and
- where the Employer employs an agent (who may be an external consultant or employee) to administer the conditions.

Can be used:

- where the works are to be carried out in sections;
- by both private and local authority employers.

Where the Contractor's design responsibility is restricted to discrete parts of the works and he is not responsible for completing the design for the whole works, consideration should be given to using one of the JCT contracts that provide for the employment of an Architect/Contract Administrator and limited design input by the Contractor.

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For details of 2016 Edition changes, see the Design and Build Contract Guide (DB/G) and the Tracked Change Document.

www.jctltd.co.uk

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Agreement

This Agreement is made the 9th February 2022

Between

The Employer McCaul Group Ltd

of 362 Manchester Road,

Astley

Manchester

M29 7DY

And

The Contractor McCaul Build Ltd

(Company No. 09665695)⁽¹⁾

whose registered office is at

First Floor

362 Manchester Road

Astley

Manchester

M29 7DY

⁽¹⁾ Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

As to execution by foreign companies and matters of jurisdiction, see the Design and Build Contract Guide.

Recitals

Whereas

- First** the Employer wishes to have the design and construction of the following work carried out^[2]:
- Design, construction, completion and defects rectification of an office development
- at
- Site of Laystall Street, Manchester, M1 2JZ ('the Works')
- and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements ('the Employer's Requirements');
- Second** in response to the Employer's Requirements the Contractor has supplied to the Employer:
- documents showing and describing the Contractor's proposals for the design and construction of the Works ('the Contractor's Proposals'); and
 - an analysis of the Contract Sum ('the Contract Sum Analysis');
- Third** the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements^[3];
- Fourth** for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;
- Fifth** The Works are not divided into Sections;
- Sixth** where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
- Seventh** whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars;

^[2] State nature and location of intended works.

^[3] Where the Employer has accepted a divergence from his requirements in the proposals submitted by the Contractor, the divergence should be removed by amending the Employer's Requirements before the Contract is executed.

Articles

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 shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

One million, eight hundred and seventy seven thousand five hundred pounds (£1,877,500.00) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

Article 3: Employer's Agent

For the purposes of this Contract the Employer's Agent is

Russell Bolton Consultants

of

76 King Street, Manchester, M2 4NH

or such other person as the Employer nominates in his place. Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.

Article 4: Employer's Requirements and Contractor's Proposals

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

Article 5: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is

OMI Architects

of

31 Blackfriars Road, Salford, Manchester, M3 7AQ

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Principal Contractor

The 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: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2^[6].

Article 8: Arbitration

Where Article 8 applies^[7], then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9: Legal proceedings^[7]

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

^[6] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Design and Build Contract Guide.

^[7] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 8 and clauses 9.3 to 9.8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.11 and Schedule 5 Parts 1 and 2).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	* Employer at the Base Date is a 'contractor' for the purposes of the CIS
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.)	<u>None</u>
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 (Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision <u>does not</u> apply.)	
	Named Sub-Contractors	* Supplemental Provision 1 does not apply
	Valuation of Changes – Contractor's estimates	* applies
	Loss and expense – Contractor's estimates	* Supplemental Provision 3 applies
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions ^[9] – Part 2 (Where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision applies.)	
	Acceleration Quotation	* Supplemental Provision 4 does not apply
	Collaborative working	* Supplemental Provision 5 applies
	Health and safety	* Supplemental Provision 6 applies
	Cost savings and value improvements	* Supplemental Provision 7 does not apply
	Sustainable development and environmental considerations	* Supplemental Provision 8 applies

^[9] Supplemental Provision 11 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 12 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

	Performance Indicators and monitoring	* Supplemental Provision 9 applies
	Notification and negotiation of disputes	* Supplemental Provision 10 does not apply
Article 4	Employer's Requirements (State reference numbers and dates or other identifiers of the relevant documents.) ^[8]	<u>As included within the Contract Documents under 'Section 4 - Employers Requirements'</u>
Article 4	Contractor's Proposals (State reference numbers and dates or other identifiers of the relevant documents.) ^[9]	<u>As included within the Contract Documents under 'Section 5 - Contractors Proposals'</u>
Article 4	Contract Sum Analysis (State reference numbers and dates or other identifiers of the relevant documents.) ^[9]	<u>As included within the Contract Documents under 'Section 6 - Contract Sum Analysis'</u>
Article 8	Arbitration (If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.) ^[10]	* Article 8 and clauses 9.3 to 9.8 (Arbitration) apply
1.1	Base Date	<u>14th January 2022</u>
1.1	BIM Protocol (where applicable) (State title, edition, date or other identifiers of the relevant documents.)	Not applicable
1.1	Date for Completion of the Works (where completion by Sections does not apply)	-
1.7	Addresses for service of notices by the Parties (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.) ^[12]	Employer <u>McCaul Group</u> <u>362 Manchester Road</u> <u>Astley</u> <u>Manchester</u> <u>M29 7DY</u> Contractor <u>First Floor</u> <u>362 Manchester Road</u> <u>Astley</u> <u>Manchester</u> <u>M29 7DY</u>
2.3	Date of Possession of the site (where possession by Sections does not apply)	-
2.4	Deferment of possession of the site (where possession by Sections does not apply)	* Clause 2.4 applies

^[8] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.

^[10] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Design and Build Contract Guide. See also footnote [7].

^[12] As to service of notices etc. outside the United Kingdom, see the Design and Build Contract Guide.

		Maximum period of deferment (if less than 6 weeks) is <u>12 calendar weeks</u>
2.17.3	Limit of Contractor's liability for loss of use etc. (if any)	<u>£0</u>
2.29.2	Liquidated damages (where completion by Sections does not apply)	at the rate of <u>£500.00 per week or part thereof</u>
2.35	Rectification Period (where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)	<u>12</u> months from the date of practical completion of the Works
4.2, 4.12 and 4.13	Fluctuations Provision ^[13] (Unless another option or entry is selected, JCT Fluctuations Option A applies.)	* JCT Fluctuations Option A applies/ * JCT Fluctuations Option B applies/ * JCT Fluctuations Option C applies^[14]/ * no Fluctuations Provision applies/ * the following Fluctuations Provision applies
4.7.1	Method of payment – alternatives ^[17] (If no Alternative is selected, Alternative B applies.)	* by stages in accordance with Alternative A (clause 4.12)/ * periodically in accordance with Alternative B (clause 4.13)
4.7.2	Interim Payments – Interim Valuation Dates (The dates apply for each Alternative; if no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)	The first Interim Valuation Date is – and thereafter the same date in each month or the nearest Business Day in that month^[19]
4.15.4	Listed Items – uniquely identified (Delete the entry if no bond is required.)	* No bond is required for Listed Items uniquely identified.
4.15.5	Listed Items – not uniquely identified (Delete the entry if clause 4.15.5 does not apply.)	* No bond is required for Listed Items not uniquely identified.
4.18.1	Retention Percentage (The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)	<u>3</u> per cent

^[13] Unless the Fluctuations Provision is to be JCT Fluctuations Option A (set out in Schedule 7), delete all but one of the asterisked choices. JCT Fluctuations Options B and C are no longer included in JCT contract documents but continue to be available on the JCT website www.jcttd.co.uk. If an alternative fluctuation or cost adjustment formula is to be used, the document(s) in which it is contained should be identified here.

^[14] JCT Fluctuations Option C can only operate if a schedule to which rule 11b of the Formula Rules refers is included in the Contract Documents.

^[17] Delete whichever Alternative is not applicable. Where Interim Payments are to be made by stages (including by quantity of units and sub-units completed) make the appropriate entries or prepare and insert a separate schedule of cumulative stage values.

^[19] The first Interim Valuation Date should not be more than one month after the Date of Possession.

5.5	Daywork	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 document ^[8] <u>As included within the Contract Documents under 'Section 3 - Information Required'</u>
6.4.1	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	<u>£10,000,000</u> for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event ^[20] <u>£5,000,000</u>
6.7 and Schedule 3	Works insurance – Insurance Option applicable	Schedule 3: * Insurance Option A applies/ * Insurance Option B applies/ * Insurance Option C applies
	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 per cent.)	<u>12</u> per cent
	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 (as supplied by the Contractor)	-
6.10 and Schedule 3	Terrorism Cover – details of the required cover (Unless otherwise stated, Pool Re Cover is required.) ^[22]	are set out in the following document(s) <u>Pool Re Cover Required</u>
6.15	Professional Indemnity insurance	
	Level of cover (If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)	* Amount of indemnity required relates to claims or series of claims arising out of one event
	(If no amount is stated, insurance under clause 6.15 shall not be required.)	and is <u>£1,000,000</u>

^[8] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.

^[20] Insert an amount where it is stated in the Employer's Requirements that insurance under clause 6.5.1 is required. If the indemnity is to be for an aggregate amount and not for any one occurrence or series of occurrences, the entry should be amended to make this clear.

^[22] Obtaining Terrorism Cover for the Works, which unless otherwise agreed is necessary in order to comply with the requirements of Insurance Option A, B or C, will involve an additional premium and in certain situations has been difficult to effect. If any difficulty might arise, there should be immediate pre-contract discussion between the Parties and their insurance advisers. See the Design and Build Contract Guide.

	Cover for pollution and contamination claims (If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)	* is required, with a sub-limit of indemnity of £ _____ / * is not required
	Expiry of required period of Professional Indemnity insurance is (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)	* 12 years
6-17	Joint Fire Code	* The Joint Fire Code applies^[23]
	If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C-2) has specified that the Works are a 'Large Project':	* Yes^[23]
6-20	Joint Fire Code – amendments/revisions (The cost shall be borne by the Contractor unless otherwise stated.)	* The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7-2	Assignment/grant by Employer of rights under clause 7-2 (If neither entry is deleted, clause 7-2 applies.)	* Clause 7-2 applies
7-3-1	Performance bond or guarantee from bank or other approved surety ^[24] (If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)	* is required
	The required form of the bond or guarantee is set out in	<u>Appendix 6 of the Schedule of Contract Amendments</u>
	Initial value	<u>10</u> 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 (If no entry is selected, the date shall be the date of practical completion of the Works.)	* the date for issue of the Notice of Completion of Making Good for the Works
	Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is (If no other percentage is stated, it shall be 50	<u>Nil per cent</u>

^[23] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

^[24] If a performance bond is required, the identity of the issuer as well as the operative terms of the bond should be agreed prior to execution of the contract.

per cent.)

7.3.2	Guarantee from the Contractor's parent company *	is not required
7.4	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works, either as third party rights or by collateral warranties ('Rights Particulars') are set out in the following document ^[25] (State reference number and date or other identifier of the relevant document.)	<u>Appendix to the Schedule of Contract Amendments</u>
8.9.2	Period of suspension (If none is stated, the period is 2 months.)	<u>Two months</u>
8.11.1.1 to 8.11.1.6	Period of suspension (If none is stated, the period is 2 months.)	<u>Six months</u>
9.2.1	Adjudication ^[26]	The Adjudicator is <u>The President or Vice-President of the Royal Institution of Chartered Surveyors</u>
	Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) ^[27] (Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)	* Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * constructionadjudicators.com^[28] * Association of Independent Construction Adjudicators^[29] * Chartered Institute of Arbitrators
9.4.1	Arbitration ^[30] – appointor of Arbitrator (and of any replacement) ^[31] (If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)	President or a Vice-President: * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * Chartered Institute of Arbitrators

^[25] The relevant Rights Particulars should identify the beneficiaries (by name, class or description) and the sub-contractors who are also required to grant rights, specify whether rights are to be granted at each level as Third Party Rights or by way of Collateral Warranties, state in those cases where the default provision is not to apply which alternative provision is to apply in its place and give any other details required to complete the terms of the rights or warranties that are to be given. A Model Form for the Rights Particulars is included in the Design and Build Contract Guide and is also available on the JCT website www.jcttld.co.uk.

In the case of third party rights the relevant limits and details required for the purposes of the respective parts of Schedule 5 of this Contract and Schedule 6 of the Design and Build Sub-Contract are the same as those required for the purposes of the Warranty Particulars for the corresponding Collateral Warranty (CWa/P&T, CWa/F, SCWa/P&T, SCWa/F or SCWa/E). Directions may be needed as to mode of execution of sub-contracts and/or collateral warranties by relevant sub-contractors. See also the Design and Build Contract Guide.

^[26] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

^[28] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

^[27] Delete all but one of the nominating bodies asterisked.

^[29] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

^[30] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and clauses 9.3 to 9.8 (Arbitration) apply.

^[31] Delete all but one of the bodies asterisked.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Design and Build Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A) through signature by a Director and the Company Secretary or by two Directors;
 - (B) by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C) signature by a single Director in the presence of a witness who attests the signature.

Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out his name and address.

*Execution as a Deed***Executed as a Deed by the Employer**namely ¹ McCaul Group Ltd(A) acting by a Director and the Company Secretary/two Directors of the company ^{2,3}

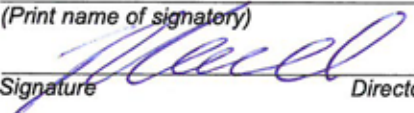
A.J. MCCAUL
(Print name of signatory)
[Signature]
Signature Director

and

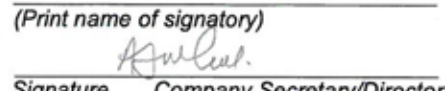
A JOSEPH MCCAUL
(Print name of signatory)
[Signature]
Signature Company Secretary/Director

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Execution as a Deed**Executed as a Deed by the Contractor**namely ¹ McCaul Build Ltd(A) acting by a Director and the Company Secretary/two Directors of the company ^{2,3}

J. SCOTT M. S. CAUL
(Print name of signatory)

Signature Director

and

A.J. MCCAUL
(Print name of signatory)

Signature Company Secretary/Director

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Acceleration Quotation:	a quotation by the Contractor for an acceleration in the carrying out of the Works or a Section made under Supplemental Provision 4 .
Adjudicator:	an individual appointed under clause 9.2 as the Adjudicator.
Agreement:	the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.
All Risks Insurance:	see clause 6.8 .
Arbitrator:	an individual appointed under clause 9.4 as the Arbitrator.
Article:	an article in the Agreement .
Base Date:	the date stated as such date in the Contract Particulars (against the reference to clause 1.1) ^[32] .
BIM Protocol:	(where applicable) the document identified as such in the Contract Particulars (against the reference to clause 1.1).
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
C.1 Replacement Schedule:	(where applicable) the insurance schedule and/or other documents identified as such in the Contract Particulars (against the reference to clause 6.7 and Schedule 3).
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Change:	see clause 5.1 .
Completion Date:	the Date for Completion of the Works or of a Section as stated in the Contract Particulars or such other date as is fixed either under clause 2.25 or by a Pre-agreed Adjustment.
Conditions:	the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedules hereto.
Confirmed Acceptance:	the Employer's instruction under Supplemental Provision 4 confirming acceptance of an Acceleration Quotation.

^[32] The Base Date is relevant (inter alia) to clause 2.15.2.1 (changes in Statutory Requirements) and the JCT Fluctuations Options and it helps to determine the edition/issue and/or version of documents relevant to this Contract, e.g. definitions of the prime cost of daywork (clause 5.5).