

Private & Confidential

Dated 14 January 2021

BTS NQ LTD

(1)

DOMIS CONSTRUCTION LIMITED

(2)

DESIGN AND BUILD CONTRACT

relating to works at land bounded by Soap Street,
Shudehill, High Street and Back Turner Street,
Manchester

We certify that this is a true
copy of its original

TLT LLP - JH49

TLT LLP

3 Hardman Square
Manchester M3 3EB

14 January 2021

ARTICLES OF AGREEMENT

THIS AGREEMENT is made the

14th January

2021

BETWEEN:

- (1) **BTS NQ LTD** (registered number: 10785804) whose registered office is Unit 3 Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**the Employer**" which expression shall include his successors in title and permitted assignees); and
- (2) **DOMIS CONSTRUCTION LIMITED** (registered number: 10722270) whose registered office is Unit 2, Block C, 14 Hulme Street, Salford, United Kingdom, M5 4ZG ("**the Contractor**").

RECITALS

- First The Employer wishes to have the design, construction, completion and defects rectification of a part 17 storey (plus roof top plant behind parapet) building, part 6 storey building and the conversion with single storey extension of the existing building at 1 & 3 Back Turner Street to comprise new office accommodation with front of house and commercial floorspace at ground floor, and all associated services and site works carried out at land bounded by Soap Street, Shudehill, High Street and Back Turner Street, Manchester ("**the Works**") in accordance with this Agreement (including the Recitals, Articles and Contract Particulars) and the clauses set out in sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016) subject to the additional clauses and further amendments set out in the Annex 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 and having examined 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 Contractor has examined the Employer's Requirements and 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 The division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars.

- Sixth Where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars.
- Seventh Whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars.

IT IS NOW AGREED THAT:

Article 1: Contractor's obligations

For the consideration stated in Article 2, the Contractor shall carry out and complete the design for the Works and carry out and complete the construction of the Works in accordance with the Employer's Requirements, Contractor's Proposals, Contract Sum Analysis, any BIM Protocol, Agreement and the clauses set out in sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016) subject to the additional clauses and further amendments set out in the Annex.

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 [REDACTED] ("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 Artal LTD (registered number: 08403993) of 29 John Dalton St, Manchester M2 6DS or such other person as the Employer nominates in his place (which person may, for the avoidance of doubt, be an employee of the Employer). Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent (and no other person) 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 the Contractor 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.

Article 8: Arbitration

Where Article 8 applies, 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:

- a) 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
- b) any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9: Legal Proceedings

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.

CONTRACT PARTICULARS

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
Fifth Recital	Description of Sections (if any) <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>	Sections do not apply
Sixth Recital	Framework Agreement (if applicable) <i>(State date, title and parties.)</i>	Not applicable
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 <i>(Where neither entry against one of Supplemental Provisions 1 to 2 below is deleted, that Supplemental Provision does <u>not</u> 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
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 <i>(Where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision <u>applies</u>.)</i>	
	Acceleration Quotation	Supplemental Provision 4 applies
	Collaborative working	Supplemental Provision 5 applies
	Health and safety	Supplemental Provision 6 applies
	Cost savings and value improvements	Supplemental Provision 7 applies
	Sustainable development and environmental considerations	Supplemental Provision 8 applies

Clause etc.	Subject	
	Performance Indicators and monitoring	Supplemental Provision 9 does not apply
	Notification and negotiation of disputes	Supplemental Provision 10 applies
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Employer's nominee: Simon Ismail Contractor's nominee: Lee McCarren or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	Employer's Requirements Document referenced: BTS/ERCP/28/10/2020 save as for Section 12
Article 4	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	Section 12 of the Employer's Requirements Document referenced: BTS/ERCP/28/10/2020
Article 4	Contract Sum Analysis <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	Appendix A of the Employer's Requirements Document referenced BTS/ERCP/28/10/2020
Article 8	Arbitration <i>(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.)</i>	Article 8 and clauses 9.3 to 9.8 (<i>Arbitration</i>) do not apply
1.1	Base Date	Date of this Contract
1.1	BIM Protocol (where applicable) <i>(State title, edition, date or other identifiers of the relevant documents.)</i>	Not applicable
1.1	Date for Completion of the Works <i>(where completion by Sections does not apply)</i>	23 December 2022

Clause etc.	Subject	
	Sections: Dates for Completion of Sections	Sections do not apply
1.7	Addresses for service of notices by the Parties <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>	Employer: Unit 3, Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB Contractor: 840 Birchwood Boulevard, Birchwood, Warrington WA3 7QU
2.3	Date of Possession of the site <i>(where possession by Sections does not apply)</i>	04 January 2021
	Sections: Dates of Possession of Sections	Sections do not apply
2.4	Deferment of possession of the site <i>(where possession by Sections does not apply)</i>	Clause 2.4 applies Maximum period of deferment is: 6 weeks
	Sections: deferment of possession of Sections	Sections do not apply
2.17.3	Limit of Contractor's liability for loss of use etc. (if any)	Clause 2.17.3 does not apply
2.29.2	Liquidated damages <i>(where completion by Sections does not apply)</i>	
	Sections: rate of liquidated damages for each Section	Sections do not apply
2.34	Sections: Section Sums	Sections do not apply
2.35	Rectification Period <i>(where completion by Sections does not apply)</i> <i>(If no other period is stated, the period is 6 months.)</i>	12 months from the date of practical completion of the Works
	Sections: Rectification Periods <i>(If no other period is stated, the period is 6 months.)</i>	Sections do not apply
4.2, 4.12 and 4.13	Fluctuations Provision <i>(Unless another option or entry is selected, JCT Fluctuations Option A applies.)</i>	No Fluctuations Provision applies

Clause etc.	Subject	
	JCT Fluctuations Option A (paragraph A.12) or Option B (paragraph B.13) – percentage addition	No Fluctuations Provision applies
	JCT Fluctuations Option C (paragraph C.1.2) – Formula Rules	No Fluctuations Provision applies
	<i>(Unless Part II is stated to apply, Part I applies.)</i>	No Fluctuations Provision applies
4.6	Advance payment <i>(Not applicable where the Employer is a Local or Public Authority.)</i>	Clause 4.6 does not apply
4.6	Advance Payment Bond <i>(Not applicable where the Employer is a Local or Public Authority)</i> <i>(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)</i>	Clause 4.6 does not apply
4.7.1	Method of payment - alternatives <i>(If no Alternative is selected, Alternative B applies.)</i>	periodically in accordance with Alternative B (clause 4.13)
	Alternative A: Stage Payments	Alternative B applies
	Stages (insert brief description)	Alternative B applies
4.7.2	Interim Payments – Interim Valuation Dates <i>(The dates apply for each Alternative; if no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)</i>	The first Interim Valuation Date is: 29 January 2021 and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items - uniquely identified	Clause 4.15.4 does not apply
4.15.5	Listed Items - not uniquely identified	Clause 4.15.5 does not apply
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is a Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)</i>	Clause 4.17 does not apply
4.18.1	Retention Percentage <i>(The percentage is 3 per cent unless a</i>	3 per cent

Clause etc.	Subject	
	<i>different rate is stated; if no retention is required, insert "Nil" or "0".)</i>	
5.5	Daywork	There are no Percentage Additions
6.4.1.2	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£10,000,000 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 £10,000,000
6.7 and Schedule 3	Works insurance - Insurance Option applicable	Schedule 3: Insurance Option C applies
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	0 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 <i>(as supplied by the Contractor)</i>	Insurance Option C applies
6.10 and Schedule 3	Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required.)</i>	Included in Option C insurance
6.15	Professional Indemnity insurance Level of cover <i>(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.)</i>	Amount of indemnity required in the aggregate
	<i>(If no amount is stated, insurance under</i>	and is

Clause etc.	Subject	
	<i>clause 6.15 shall not be required.)</i>	£10,000,000
	Expiry of required period of Professional Indemnity insurance is <i>(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)</i>	12 years
6.17	Joint Fire Code	The Joint Fire Code applies
	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
6.20	Joint Fire Code - amendments/revisions <i>(The cost shall be borne by the Contractor unless otherwise stated.)</i>	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 <i>(If neither entry is deleted, clause 7.2 applies.)</i>	Clause 7.2 applies
	Sections: rights under clause 7.2 <i>(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)</i>	Sections do not apply
7.3.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i>	is not required
7.3.2	Guarantee from the Contractor's parent company	is not required
8.9.2	Period of suspension <i>(If none is stated, the period is 2 months.)</i>	Three months
8.11.1.1 to 8.11.1.6	Period of suspension <i>(If none is stated, the period is 2 months.)</i>	Three months

Clause etc.	Subject	
9.2.1	Adjudication	
	Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) <i>(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.)</i>	The Royal Institution of Chartered Surveyors
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	Article 8 and clauses 9.3 to 9.8 (<i>Arbitration</i>) do not apply

THIS DOCUMENT is executed as a deed in duplicate and delivered on the date stated at the beginning of this Deed.

SIGNED as a deed by
BTS NQ LTD
acting by a director

) 
)
Director

in the presence of:

Name: Simon Ismail


.....
Witness signature:

Name: MISAEEL HERRERA

Salbay

Address: Unit 3, Birchwood One Business Park

Dewhurst Road

Birchwood, Warrington

WA3 7AB

Occupation: Business Development Manager

SIGNED as a deed by
DOMIS CONSTRUCTION LIMITED
acting by a director

) 
)
Director

in the presence of:

Name: PAUL STRUTT


.....
Witness signature:

Name: CHRIS WHITTINGHAM

Address: 6 Stanton Walk,

Buchanan Village

Exeter, PR7 7FG.

Occupation: CHARTERED ACCOUNTANT

ANNEX

AMENDMENTS TO THE CONDITIONS

Clause 1.1

As appropriate, amend the existing definitions or insert the new definitions in the appropriate alphabetical order in clause 1.1 as follows:

Delete the definition of "**Agreement**" and substitute "the Articles of Agreement including the Recitals, Articles and Contract Particulars".

Insert "**BREEAM**: Building Research Establishment Environmental Assessment Method".

Insert "**BREEAM Rating**: the rating of "Excellent" as issued by the Building Research Establishment when using BREEAM".

At the end of the definition of "**CDM Regulations**" insert "and any guidance requirements issued by the Health and Safety Executive from time to time together with any related Approved Code of Practice".

At the end of the definition of "**Conditions**" insert "together with the additional clauses and amendments set out in the Annex".

Insert "**Consents**: the planning permission(s) as referred to and/or included in the Employer's Requirements, satisfaction of conditions of the planning permission(s), approval of reserved matters or details pursuant to the planning permission(s), building regulations approval and any other consents, permissions, approvals, authorisations, certificates (including, but without limitation, fire certificates, gas safety certificates and electrical certificates) and licences of a public or private nature that may be necessary for the execution of the Works and if they are destroyed or damaged the reinstatement of the Works."

Insert "**Contract**: the Contract Documents."

In "**Contract Documents**" delete "these".

Delete the definition of "**Contractor's Design Documents**" and substitute "the drawings, designs, charts, specifications, plans, models including building information models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes, budgets, cost plans and any other documents or materials in any medium (excluding internal memoranda and documents, working papers and templates) created, amended and/or developed by or for the Contractor in relation to the Works (including any updates, amendments, additions and revisions) together with, where applicable, any other design documents or information to be provided by him under the BIM Protocol."

In the definition of "**Contractor's Persons**" after "agents" in line 1 insert "and Novating Consultants".

Insert "**COVID-19**: the disease known as COVID-19 as caused by severe acute respiratory syndrome coronavirus 2 or any subsequent strain of the same."

Insert "**COVID-19 Event**:

- 1 any restriction to the availability or movement of labour (including sub-contractors and suppliers) and any materials, goods, plant or equipment; and/or
- 2 any advice, recommendation or action of the United Kingdom Government or any Local or Public Authority relating to the instruction/implementation of any safe working practices and procedures to give effect to the Coronavirus Act 2020

that directly affects the carrying out of the Works as a direct consequence of the effects of COVID-19 but only to the extent that:

- a) the Contractor is not aware of the same at the date of this Contract; and/or
- b) the same was not existing at the date of this Contract. For the avoidance of doubt if changes occur to the circumstances, additional restrictions are introduced and/or further measures are introduced after the date of this Contract then this shall not be deemed as existing as at the date of this Contract."

Delete the definition of "**Employer**" and substitute "see Parties clause in the Agreement".

Insert "**Environment**: humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- 3 air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- 4 water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- 5 land (including, without limitation, land under water)."

Insert "**Environmental Laws**: all or any applicable law or regulation which relates to:

- 1 the pollution or protection of the Environment;
- 2 the conditions of the workplace; or
- 3 the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste."

Insert "**EPB Regulations**: Energy Performance of Buildings (England and Wales) Regulations 2012 and the Building Regulations 2010 together with any guidance in relation to both said regulations from time to time published by

any government department, body or agency."

Insert "**Freehold Owner**: the freehold owner and/or landlord of the site (if not the Employer)."

Delete the definition of "**Funder**" and substitute "any person:

- 1 that has provided, or is to provide, finance in connection with the execution of the whole of the Works;
- 2 that has provided, or is to provide, finance in connection with the acquisition of the whole of the site or any part of the site;
- 3 whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works or any part of the Works or the site or any part of the site; and/or
- 4 that has provided, or is to provide, finance to any Purchaser and/or Tenant."

Insert "**Good Environmental Practice**: the good practice followed by design and build contractors skilled and experienced in the remediation and redevelopment of contaminated sites which shall be deemed to include (as a minimum) compliance with all Environmental Laws."

Insert "**Management Company**: any company formed or employed to manage the whole or a significant part of the completed Works."

Insert "**Novating Consultants**:

Architect: Jon Matthews Architects Limited (registered number: 11578881) whose registered office is 22A City Tower, Piccadilly Plaza, New York Street, Manchester, M1 4BT

Structural Engineer: Renaissance Associates Ltd (registered number: 08149019) whose registered office is Carvers Warehouse, 77 Dale Street, Manchester, M1 2HG

Mechanical and Electrical engineer: NOVO Integration LTD (registered number: 08569891) whose registered office is Oxford House, Oxford Road, Guiseley, Leeds, LS20 9AA

Fire engineer: Design Fire Consultants LTD (registered number: 07401211) whose registered office is Tarn House, 77 High Street, Yeadon, Leeds, West Yorkshire, LS19 7SP"

Insert "**Practical Completion Conditions**:

- 1 the delivery of the following by the Contractor to the Employer:
 - 1.1 all collateral warranties required under clause 7 together with reasonable evidence that the level of professional indemnity insurance to be maintained by the relevant warrantor under the collateral warranties is being maintained by the warrantor, provided always that the Employer has notified the Contractor of the specific identity of the

beneficiaries under such warranties;

- 1.2 certified copies of the duly completed, executed and dated sub-contract and/or appointment as required under clause 7G provided that such copies may exclude any matters relating to the deletion of price and payment;
- 1.3 the manufacturers' guarantees required under clause 7H;
- 1.4 the documents referred to in clause 2.37;
- 1.5 an Energy Performance Certificate and recommendation report in accordance and compliance with the EPB Regulations;
- 1.6 completion certificates from the local authority and written confirmation that all Consents have been satisfied;
- 1.7 a certificate and/or evidence that the BREEAM Rating has been achieved;
- 1.8 any requirements and/or conditions for practical completion as set out in the Employer's Requirements have been complied with;
- 2 the Works are complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which in the reasonable opinion of the Employer's Agent would not prevent or interfere with the use (or the fitting out for use) of the Works;
- 3 (where applicable) all items of plant, machinery and equipment comprised in the Works have been commissioned, tested and/or adjusted (as appropriate);
- 4 the site (excluding any external works to be carried out after practical completion) is clear of unused materials, unused plant, unused equipment, rubbish, debris, site labour and temporary structures, except as may be necessary for the purpose of carrying out any outstanding works and/or snagging and any post-completion inspections; and
- 5 all permanent mains supplies (including water, gas, electricity, telephone) serving the Works have been connected and commissioned."

Delete the definition of "**Purchaser**" and substitute "any person having or acquiring a leasehold interest for capital consideration and/or a freehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the site or a substantial part of the site".

Insert "**Sub-Contractors**: sub-contractors with a material design responsibility as the Employer may from time to time notify to the Contractor as being sub-contractors from whom warranties are required."

Delete the definition of "Tenant" and substitute "any person (other than a Purchaser) having or acquiring a leasehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the site or a substantial part of the site".

Clause 1.4A Insert a new clause 1.4A:

"1.4A References to the "reverse charge applying" (or similar) mean any case where the recipient of a supply for VAT purposes, or a member of a VAT group of which the recipient of the supply is a member, is required to account to the relevant tax authority for the VAT chargeable in respect of the supply."

Clause 1.6 Delete and substitute:

"1.6 The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided always that this clause 1.6 shall not affect any right or remedy which exists or is available to any person apart from such Act."

Clause 1.11 After "Contract" insert "and the parties' non contractual duties and/or obligations".

Clause 1.12 Insert a new clause 1.12:

"1.12 The terms and conditions of this Contract and the obligations, warranties and undertakings which it contains are deemed to apply to all the Works both before and after the date of this Contract and this Contract supersedes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt all works performed by the Contractor pursuant to the early works agreement between the Employer and the Contractor shall be deemed to have been performed under this Contract and this Contract shall supersede the early works agreement between the parties."

Clause 1.13 Insert a new clause 1.13:

"1.13 Notwithstanding any other provision of this Contract, the Contractor's obligations or liabilities under this Contract shall not be removed, reduced, qualified or limited by any enquiries, approvals, admissions, comments, consents, confirmations, sanctions, acknowledgement, advice, inspections, attendance at meetings or any failure in relation to the same by the Employer or his agents or representatives or persons authorised by the Employer to access the site including for the avoidance of doubt any comments and/or responses issued to the Contractor pursuant to clause 2.8 and/or the Design Submission Procedure and/or any interim or final payments. Approval of drawings shall not constitute an acceptance of any variations incorporated in any drawings, and only variations specifically instructed or sanctioned by the Employer in accordance with clause 5 shall constitute variations for the purposes of this Contract."

Clause 2.1.1 In line 1 before "proper" insert "good," and after "manner" insert ", using Good Environmental Practice, using good up-to-date building practice, with due diligence"; in line after 2 after "Plan" insert "Consents, requirements and codes of practice of local authorities, British Standard Institute

recommendations and requirements or codes of practice affecting the Works and/or the site"; in line 3 after "shall" insert "carry out and"; and in lines 5 and 6 delete "so far as not described or stated in the Employer's Requirements or the Contractor's Proposals".

Clause 2.1.2 Delete and substitute "Number not used."

Clause 2.1.5 Insert a new clause 2.1.5:

"2.1.5 The Contractor shall:

2.1.5.1 obtain and satisfy (insofar as any Consents remain to be obtained or satisfied) the Consents and matters relating thereto necessary for the Works save to the extent that the Employer's Requirements state that the Employer shall obtain and/or satisfy any of the Consents; and

2.1.5.2 obtain an Energy Performance Certificate and recommendation report in accordance and compliance with the EPB Regulations and acknowledges that it is the "relevant person" under Regulation 2 of the EPB Regulations; and

2.1.5.3 design, construct and complete the Works so that they achieve the BREEAM Rating."

Clause 2.1.6 Insert a new clause 2.1.6:

"2.1.6.1 The Contractor has had an opportunity to inspect and examine the site, its physical and other conditions, its surroundings, existing structures, obstructions, soil and rock strata and other sub-surface conditions (including, but without limitation, the presence of any pipes, drains, conduits, wires or cables) on or as may affect the site and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to any risks, contingencies and other circumstances which may influence or affect the execution of the Works.

2.1.6.2 The Contractor shall not be entitled to rely on any survey, report or other document prepared by or on behalf of the Employer regarding any matter referred to in this clause 2.1.6 and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document.

2.1.6.3 No failure on the part of the Contractor to discover or foresee any condition, risk, contingency or circumstance set out in this clause 2.1.6 whether or not the same ought reasonably to have been discovered or foreseen by a competent and careful contractor, shall entitle the Contractor to any adjustment of the Contract Sum and/or additional sums nor to any extension of time. The Contractor shall not have or make any claim in contract, tort or by way of innocent or negligent misrepresentation in respect of information provided, or statements made, by or on behalf of the Employer in respect of such conditions, risks, contingencies or circumstances."

Clause 2.1.7 Insert a new clause 2.1.7:

"2.1.7 The Contractor shall be liable for and reimburse the Employer against any damages, losses, expenses, claims, proceedings and/or costs sustained or to

be sustained by the Employer in respect of:

- 2.1.7.1** any act or omission of the Contractor and/or any of the Contractor's Persons arising out of or in the course of or by reason of the carrying out of the Works which results, whether directly or indirectly, in damage to the Environment but only to the extent that the same is not an unavoidable consequence of carrying out the Works; and/or
- 2.1.7.2** a breach of or failure by the Contractor and/or any of the Contractor's Persons to comply with his/their (as appropriate) obligations under and/or pursuant to the Environmental Laws insofar as the same arise out of or in the course of or by reason of the carrying out the Works."
- Clause 2.2.1** In line 3 delete "other Contractor's Design Documents" and substitute ", if not there specifically described, of satisfactory quality".
- Clause 2.2.6** Insert a new clause 2.2.6:
- "2.2.6** The Contractor warrants to the Employer that he has not and shall not use and subject to the standard of skill, care and diligence set out in clause 2.17 he has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the Works any products or materials which are generally known within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Works in the particular circumstances in which they are used or those identified at the time of use as potentially hazardous in or not in conformity with:
- 2.2.6.1** the relevant British or European Union Standards or Codes of Practice;
- 2.2.6.2** any publications of the Building Research Establishment related to the specification of products or materials; or
- 2.2.6.3** the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices."
- Clause 2.7.4** Delete and substitute:
- "2.7.4.1** The Contractor shall not, without the prior written approval of the Employer, take or permit to be taken any photographs of the Works or site for use in any publicity or advertising.
- 2.7.4.2** The Contractor and the Contractor's Persons shall not, without the prior written approval of the Employer, disclose to any other person (other than (a) any person to whom disclosure must be made in order for the Contractor to fulfil his duties under this Contract, (b) as may be required by statute or by a court, or (c) disclosures to the Contractor's professional advisers or insurers) any information about the Works including the Contract Documents, Contractor's Design Documents or any information about the Employer or his business or any information about any person in whose favour the Contractor is obliged under this Contract to execute a warranty or their businesses, nor shall the Contractor exploit any such information for the benefit of himself or any other person.

- 2.7.4.3** The Contractor's obligations under clause 2.7.4.2 shall not apply to any information which is already in the public domain save where the information entered into the public domain as a result of a breach by the Contractor or any other person of any contractual obligation.
- 2.7.4.4** The Contractor shall ensure that similar provisions are included in his contracts with sub-contractors and consultants and shall enforce such provisions against any Contractor's Persons."
- Clause 2.9** After "site" insert "but the Contractor shall be responsible for the setting out of the same".
- Clause 2.11** Delete and substitute:
- "Responsibility for Employer's Requirements**
- 2.11** The Contractor shall be fully responsible in all respects:
- 2.11.1** for the design of the Works including, but without limitation, any design contained in the Employer's Requirements (whether or not prepared by or on behalf of the Employer) and/or any design and other related services undertaken in relation to the Works before and/or after the date of this Contract by any other person whether on behalf of the Contractor or by or on behalf of the Employer; and
- 2.11.2** for all aspects of design, design development, selection and standards of and sourcing goods and materials (including any goods or materials specified in the Employer's Requirements), equipment, plant and workmanship and satisfaction of performance specifications and requirements included in, specifically referred to in, or to be implied from the Employer's Requirements or in any Change."
- Clause 2.12** Delete and substitute:
- "2.12.1** The Contractor shall be responsible for verifying all information contained in the Employer's Requirements and any Change and/or any design contained in them and obtaining any supplementary information needed in respect thereof. The Employer will not be liable for any error, omission, defect, inadequacy, deficiency, omission, unavailability or otherwise whatsoever in or of any information, detail, design, drawing, goods, materials or specification forming part of the Employer's Requirements (whether or not prepared by or on behalf of the Employer) or the Contractor's Proposals.
- 2.12.2** The Contractor accepts entire responsibility for the Contractor's Proposals and for any error, mistake, inaccuracy, discrepancy or omission contained in them. Nothing contained in the Contractor's Proposals will affect in any way the obligations of the Contractor under clause 2.17."
- Clause 2.13** In line 1 delete "as is referred to in clause 2.12 or any other" and substitute ", error, omission, deficiency, mistake,"; and in the last paragraph (the hanging paragraph) after "details" insert "(including details and location of the said error, omission, deficiency, mistake, discrepancy, divergence or inadequacy and his proposed amendment to remove it)".

Clause 2.14 Delete and substitute:

"2.14 Where an error, omission, deficiency, mistake, discrepancy, divergence or inadequacy is notified under clause 2.13 the Employer shall (subject to compliance with Statutory Requirements) either accept the Contractor's proposed amendment to remove it or confirm how the error, omission, deficiency, mistake, discrepancy, divergence or inadequacy shall be dealt with and the Contractor shall be obliged to comply with the Employer's decision without adjustment to the Contract Sum (whether under clause 4.20 or otherwise) nor extension to the Completion Date and without affecting in any way or to any degree the responsibility of the Contractor under this Contract."

Clause 2.15.2.3 Delete and substitute:

"2.15.2.3 If any amendment to the Employer's Requirements becomes necessary for conformity with Statutory Requirements the Contractor shall inform the Employer in writing of his proposed amendment and with the Employer's consent the Contractor shall complete the design and construction of the Works in accordance with the amendment provided that the Contractor shall not be entitled to any additional payment by reason of such amendment (whether by way of an addition to the Contract Sum or otherwise) nor to any extension to the Completion Date if the relevant amendment was or ought to have been reasonably foreseeable by a contractor using the standard of skill, care and diligence set out in clause 2.17 on or prior to the Base Date."

Clause 2.17.1 Delete and substitute:

"2.17.1 The Contractor warrants that in exercising his responsibilities for the design of the Works he has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified, experienced and competent architect or, as the case may be, other properly qualified, experienced and competent designer of the appropriate discipline(s) for such design, experienced in carrying out design for works of a similar scope, size, nature, timescale and complexity and on a similar site or at a similar location to the Works."

Clause 2.25.6.3 At the end of the clause delete "and".

Clause 2.25.6.4 At the end of the clause delete "." and substitute ";".

Clause 2.25.6.5 Insert a new clause 2.25.6.5:

"2.25.6.5 save in relation to any matter referred to in clause 2.26.9 but only if the Contractor has complied fully with any obligation upon him to maintain insurance against Specified Perils under this Contract, the Contractor shall not in any event be entitled to an extension of time to the extent that any delay in the progress of the Works is due to any negligence, breach, omission or default of the Contractor or any of the Contractor's Persons; and".

Clause 2.25.6.6 Insert a new clause 2.25.6.6:

"2.25.6.6 the Contractor has taken and shall take all reasonable steps to mitigate the effect of any delay to the progress of the Works."

- Clause 2.26.2** Delete and substitute:
- "2.26.2** Employer's instructions:
- 2.26.2.1** under clause 3.10 or under clause 3.11; or
- 2.26.2.2** for the opening up for inspection or testing of any work, materials or goods under clause 3.12 or 3.13.3 (including making good) unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract;
- Clause 2.26.11** At the end of the clause insert "provided that such strike, lock-out or combination of workmen is in connection with a national or regional labour dispute, does not affect the site alone and does not primarily affect the Contractor and/or Contractor's Persons;"
- Clause 2.26.14** At the end of the clause insert "including any COVID-19 Event".
- Clause 2.27** In lines 1 and 2 delete "When practical completion of the Works or a Section is achieved and the Contractor has complied sufficiently with clauses 2.37 and 3.16 in respect of the supply of documents and information, then:" and substitute "The Contractor shall notify the Employer in writing no later than 4 (four) weeks prior to the date when he considers that the Works or a Section thereof will be practically complete. Provided that the Works or a Section thereof are practically complete and the Contractor has achieved and complied with the Practical Completion Conditions (save that in relation to paragraph 1.6 of the Practical Completion Conditions the Employer may not withhold issue of the Practical Completion Statement if the Employer has prevented the compliance of issue of the completion certificates or satisfaction of the Consents) and clause 3.16 in respect of the supply of documents and information, then".
- Clause 2.35** In line 1 of the first paragraph after "shrinkages" insert ", omissions, incomplete work" and after "Section" insert "are present at the date of practical completion or". In both lines 1 and 4 of the last paragraph after "shrinkages" insert ", omissions, incomplete work".
- Clause 2.35.1** In line 1 after "shrinkages" insert ", omissions, incomplete work".
- Clause 2.35.2** In line 2 after "shrinkage" insert ", omissions, incomplete work" and in line 3 delete "after delivery of a schedule of defects or".
- Clause 2.35B** Insert a new clause 2.35B:
- "2.35B** Having regard to the occupation and use of the completed Works the Employer shall at reasonable times and on receiving reasonable prior written notice for access, procure access for the Contractor to carry out and complete outstanding work referred to under clause 2.35 whenever they may occur during the Rectification Period and each person entering on behalf of the Contractor so entering shall:
- 2.35B.1** cause the minimum amount of interference and disruption as is reasonably possible when carrying out the works and to any other works being carried out at on the site or to any occupiers of any part of the Works;

- 2.35B.2** comply with any reasonable directions and security precautions for the site as long as such directions and/or precautions shall not prevent the carrying out of the relevant works or inspection;
- 2.35B.3** provide appropriate supervision or take such other precautions as are necessary to safeguard any possessions, fixtures and fittings in any occupied premises;
- 2.35B.4** at the end of each day ensure that the site is left in a good clean condition cleared of all unused materials plant goods and equipment;
- 2.35B.5** in the case of occupied premises present the appearance expected of a professional trades person and act in a courteous and workmanlike manner as would be expected from a professional trades person, and present sufficient evidence of identity; and
- 2.35B.6** not leave any services disconnected or restrict access to any part of the Works at the end of each day unless previously agreed in writing with the Employer or to the extent that it would be reasonable to leave any services disconnected or restrict access."
- Clause 2.36** In line 1 after "shrinkages" insert ", omissions, incomplete work".
- Clause 2.37** Delete and substitute:
- "2.37** The Contractor, before practical completion of the Works or relevant Section, shall without further charge to the Employer supply for the retention and use of the Employer:
- 2.37.1** the Contractor's Design Documents and related information;
- 2.37.2** three CDs or pen drives each containing in pdf and also autoCAD a complete set of record and final construction issue drawings showing the buildings (plans, elevations and sections), the main lines of drainage and the services installations; and
- 2.37.3** three CDs or pen drives each containing in pdf a complete set of manufacturers' product information documents, installation instructions, operation and maintenance manuals, test certificates, commissioning reports and other relevant literature
- provided that this clause 2.37 shall not affect the Contractor's obligations under clause 3.16 and shall be in addition to his obligations under the CDM Regulations in relation to information for the health and safety file."
- Clause 2.37A** Insert a new clause 2.37A:
- "2.37A** The Contractor shall, within 6 weeks of practical completion of the Works or relevant Section, without further charge to the Employer supply for the retention and use of the Employer three CDs or pen drives each containing in pdf and also autoCAD a complete set of as built drawings prepared and/or issued by the Contractor and/or sub-contractors showing the buildings (plans, elevations and sections), the main lines of drainage and the services installations provided that this clause 2.37A shall not affect the Contractor's

obligations under clauses 2.37 and 3.16."

2.38.2 Delete and substitute:

"2.38.2 The Contractor grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Employer, with effect from the date of this Contract or in the case of any Contractor's Design Documents not yet in existence with effect from the creation of such Contractor's Design Documents, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Contractor's obligations or the termination howsoever arising of this Contract or any dispute under this Contract) to use the copyright in the Contractor's Design Documents and to reproduce the designs and content of the Contractor's Design Documents for any purpose relating to the Works and/or completed Works including, without limitation, the design, construction, funding, fitting-out, modification, completion, maintenance, letting, sale, promotion, advertisement, extension, demolition, reinstatement, refurbishment, occupation, management, alteration and repair of the Works and/or completed Works. Such licence shall carry the right to grant sub-licences and will be transferable to third parties. Such licence shall enable the Employer to copy and use the Contractor's Design Documents for an extension of the Works and/or completed Works but shall not include a licence to reproduce the designs contained in them for an extension or duplication of the Works and/or completed Works."

Clause 2.38.5 Insert a new clause 2.38.5:

"2.38.5 The Contractor warrants that the Contractor's Design Documents are either the Contractor's own original work or that their use in connection with the Works and/or completed Works will not infringe the rights of any third party. The Contractor further warrants that where duly authorised sub-contractors or consultants (including the Novating Consultants) are used their work will be original and will be covered by the licence granted to the Employer under clause 2.38.2."

Clause 2.38.6 Insert a new clause 2.38.6:

"2.38.6 The Contractor shall provide to the Employer on demand and on payment of the Contractor's reasonable costs of reproducing the same, copies of the Contractor's Design Documents save that no costs shall be payable where the Contractor is obliged elsewhere in this Contract to provide the same and/or the cost of which is included in the Contract Sum."

Clause 3.1 Renumber clause 3.1 as clause 3.1.1.

Clause 3.1.2 Insert a new clause 3.1.2:

"3.1.2 The Contractor grants to the Employer and any person authorised by the Employer an irrevocable licence to enter upon the site provided that such person shall first give reasonable notice to the Contractor prior to entering the site."

Clause 3.2 At the end of the clause insert "The Employer may require by notice the removal of the Site Manager if, in the Employer's reasonable opinion, his performance or conduct is or has been unsatisfactory and the Contractor shall

promptly remove the person so specified, and notify the Employer of the name of his replacement. Any costs or delay incurred by the Contractor in replacing any person (in any circumstances) shall be borne by the Contractor."

Clause 3.3.3 Insert a new clause 3.3.3:

"3.3.3 Where the Employer has consented to the sub-contracting of the design of all or part of the Works, the Contractor shall not afterwards without the prior written consent of the Employer:

3.3.3.1 terminate the employment of, or substitute, any person, firm or company retained in respect of such sub-contracting;

3.3.3.2 do or omit to do anything which will entitle any such sub-contractor to treat as terminated by breach his sub-contract;

3.3.3.3 waive release vary nor estop himself in any material respect from enforcing or seeking redress from any such obligation or duty owed to him by any such sub-contractor in relation to such sub-contractors where the Contractor has provided/procured from or is to provide/procure from a collateral warranty; and/or

3.3.3.4 vary or amend the terms of any sub-contract for any such sub-contractor."

Clause 3.3A Insert a new clause 3.3A:

"3.3A.1 The Contractor:

3.3A.1.1 without prejudice to the generality of clauses 2.11, 2.12 or 3.3 and notwithstanding clause 7F, accepts responsibility for the work, services and designs of the Novating Consultants and for any negligence, omission, or default on the part of the Novating Consultants, whether prior to or subsequent to the date of this Contract; and

3.3A.1.2 will not determine, vary or waive any of the obligations or liabilities of the Novating Consultants under the terms and conditions upon which they are so engaged nor terminate any of their appointments without the prior written consent of the Employer (which consent shall not be unreasonably withheld or delayed) or do or omit to do anything which would entitle any Novating Consultant to treat as terminated by breach his sub-contract and/or appointment."

Clause 3.4.2.6 Insert a new clause 3.4.2.6:

"3.4.2.6 for the taking out and maintenance of professional indemnity insurance with a limit of indemnity as approved by the Employer on the same terms as are required of the Contractor set out in clauses 6.15 and 6.16;".

Clause 3.9.1 In line 1 delete "and provided" to the end of the clause.

Clause 3.13.1 In line 1 after "site" insert "or rectification".

Clause 3.13.2 In lines 2 and 3 delete "(to which the proviso in clause 3.9.1 applies)".

Clause 3.17 Insert a new clause 3.17:

"Prevention of bribery

- 3.17.1** The Contractor warrants that he is not aware of any financial or other advantage being given to any person working for or engaged by the Employer, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Contract.
- 3.17.2** The Contractor shall (and shall procure that any of his staff, sub-contractors and suppliers involved in the provision of this Contract and/or the Works):
- 3.17.2.1** comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 3.17.2.2** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- 3.17.2.3** comply with the Employer's anti-bribery and anti-corruption policies;
- 3.17.2.4** have and shall maintain in place until completion of the Works his own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, anti-corruption policies and shall enforce them where appropriate; and
- 3.17.2.5** promptly report to the Employer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract.
- 3.17.3** The Contractor shall ensure that any person associated with the Works does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor under this Clause 3.17 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Employer for any breach by such persons of any of the Relevant Terms.
- 3.17.4** Breach of this clause 3.17 shall be deemed a breach under clause 8.4.1.5."

Clause 3.18 Insert a new clause 3.18:

"Anti-slavery

- 3.18.1** The Contractor undertakes, warrants and represents that:
- 3.18.1.1** Neither the Contractor nor any of his officers, employees, agents or sub-contractors have:
- a)** committed an offence under the Modern Slavery Act 2015 (a "**MSA offence**");

or

- b) been notified that he is subject to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015; or
- c) is aware if any circumstances within his supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015

3.18.2 he shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy."

Clause 4.1A Insert a new clause 4.1A:

"4.1A Notwithstanding any other provision of this Contract the Parties have agreed that:

4.1A1 the Contractor shall not be entitled to payment of any sums due under this Contract until the Contractor has delivered to the Employer all collateral warranties required under clauses 7C, 7D and 7F together with reasonable evidence that the level of professional indemnity insurance to be maintained by the Contractor or relevant Novating Consultant (as applicable) under the collateral warranties is being maintained by the Contractor, provided always that the Employer has notified the Contractor of the specific identity of the beneficiaries under such warranties;

4.1A2 the Contractor shall not be entitled to payment of any sums due under this Contract in respect of work undertaken by any party from whom any collateral warranties are required by the Employer in accordance with clause 7E until the Contractor has delivered to the Employer:

4.1A2.1 collateral warranties required under clause 7E in respect of that part of the Works to which those collateral warranties relate;

4.1A2.2 reasonable evidence that the level of professional indemnity insurance to be maintained by the relevant warrantor under the relevant collateral warranty is being maintained by the warrantor; and

4.1A2.3 a certified copy of the relevant sub-contract and/or appointment.

Notwithstanding the above, any payments made by the Employer prior to the receipt of the documents set out in this clause 4.1A shall not be a waiver of the provisions of this clause 4.1A."

Clause 4.2.5 At the end of the clause insert "and/or Contract Sum Analysis."

Clause 4.4.1 Delete and substitute:

"4.4.1 The Contract Sum is exclusive of VAT and, in relation to each payment to the Contractor for any supply made under this Contract:

4.4.1.1 the Contractor shall within three days following the issue by the Employer of a Payment Notice issue to the Employer a proper VAT invoice in respect of such supply, indicating whether or not the reverse charge applies to the

supply; and

- 4.4.1.2** subject to the Contractor complying with clause 4.4.1.1 and unless the reverse charge applies, the Employer shall in addition pay to the Contractor the amount of any VAT properly chargeable in respect of such supply."
- Clause 4.4.3** Insert a new clause 4.4.3:
- "4.4.3** The Contractor shall include within each Interim Payment Application a request for the Employer to confirm in writing whether the reverse charge applies to the supply to which the Interim Payment Application relates. The Employer shall provide such confirmation with, or not later than the issue of, the Payment Notice relating to such supply."
- Clause 4.4.4** Insert a new clause 4.4.5:
- "4.4.4** If the paying party for the final payment under clause 4.8 is the Employer, the Contractor shall not later than the due date fixed under clause 4.24.5 request the Employer to confirm in writing whether the reverse charge applies to the supply to which the final payment relates. The Employer shall provide such confirmation with, or not later than the issue of, the Final Payment Notice."
- Clause 4.4.5** Insert a new clause 4.4.5:
- "4.4.5** The Employer is registered for VAT in the United Kingdom under registration number 288650164."
- Clause 4.9.1** In line 1 delete "14" and substitute "21 (twenty one)".
- Clause 4.10.4** In line 1 and 2 delete "The Employer's fiduciary interest in the Retention referred to in clause 4.16 shall not prevent his exercising" and substitute "The Employer is entitled to exercise" and in line 2 after "Contract" insert "or at common law or otherwise".
- Clause 4.10.5** Insert a new clause 4.10.5:
- "4.10.5** Neither the issue by the Employer of any valuation nor the payment of any amount by the Employer to the Contractor under any valuation shall:
- 4.10.5.1** prejudice or adversely affect the right of either the Contractor or the Employer to contend that the Works have not been properly valued and that any amount has been improperly paid or withheld. In making any evaluation the Employer shall be entitled to reconsider and if necessary adjust the assessments made by him in arriving at any previous valuation; and/or
- 4.10.5.2** constitute or imply or be evidence of the Employer's approval or acceptance of any design, work, materials or equipment forming part of the Works nor shall in any way lessen or otherwise affect the Contractor's responsibilities and liabilities under this Contract."
- Clause 4.13.1.2** In line 2 after "prematurely" insert "and provided further that the Contractor has delivered to the Employer reasonable evidence that the property in such materials or goods is vested in the Contractor and that no third party has validly retained title to the same and that there is no term of any contract or other circumstance which would operate to prevent the passing of property in

such materials and goods to the Employer”.

Clause 4.16 Delete and substitute:

“4.16.1 the Employer's interest in the Retention shall not be fiduciary, either as trustee for the Contractor or any other person, or in any other capacity; the relationship of the Employer and the Contractor with regard to the Retention shall be solely that of debtor and unsecured creditor, subject to the terms of this Contract. Any right of the Employer to deduct or to set off any amount (whether arising under any express term or under any rule of law or of equity) shall be exercisable against any sums due or become due to the Contractor, whether or not such sums consist of or include any Retention;

4.16.2 the Employer shall have no obligation to segregate the Retention or any part of the Retention in a separate banking account, or in any other manner whatsoever the Employer shall be entitled to the full beneficial interest in the Retention and every part of the Retention (and, without limitation, interest and/or income arising from such sums) unless and until the Retention is paid to the Contractor pursuant to this Contract.”

Clause 4.21.4 At the end of the clause insert “save for any COVID-19 Event”.

Clause 6.2A Insert a new clause 6.2A after clause 6.2:

“6.2A.1 Without prejudice to the generality of clause 6.2, the Contractor shall:

6.2A.1.1 use all reasonable endeavours at all times to prevent any trespass, public or private nuisance (including, without limitation, any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant, occupier and/or any Statutory Undertaker and reduce the nuisance from dust and vibration arising out of the carrying out of the Works or of any obligation pursuant to clause 2.35; and

6.2A.1.2 defend or, at the Employer's option assist the Employer in defending any action or proceedings which may be instituted in relation to any matter referred to in or implied from clause 6.2A.1.1 howsoever such action may arise.

6.2A.2 Without prejudice to the Contractor's obligations under clause 6.2A.1 if the carrying out of the Works or of any obligation pursuant to clause 2.35 is likely to necessitate any interference (including the oversailing of tower crane jibs) with the rights of any adjoining or neighbouring landowner, tenant and/or occupier then the Contractor shall without cost to the Employer obtain the prior written agreement of such landowner, tenant and/or occupier in such form as the Employer shall first approve.”

Clause 6.5.1 In line 1 delete “If the Employer's Requirements state that insurance under clause 6.5.1 is required” and substitute “If the Contract Particulars state that insurance under clause 6.5.1 is required”.

Clause 6.8 In line 2 of the definition of “Joint Names Policy” after “composite insured” insert “and the Funder as jointly named”; and in line 4 after “thereunder” insert “and which provides that the Funder is “first loss payee” for all insurance

proceeds in excess of £50,000.”

Clause 6.12.3 Insert a new clause 6.12.3:

“6.12.3 Any policies of insurance to be taken out by the Contractor pursuant to clauses 6.4, 6.5, 6.7 and 6.10 shall be taken out with a reputable insurance company which is licensed to carry on business in the United Kingdom.”

Clause 6.15.1 In line 1 after “so)” insert “at his own cost with authorised insurers lawfully carrying on such insurance business in the United Kingdom” and in line 2 after “policy” insert “without unusual or onerous conditions or excesses and”.

Clause 6.15.2 In line 1 delete “at commercially reasonable rates” and substitute “generally in the United Kingdom insurance market to design and build contractors at commercially reasonable rates and terms to such design and build contractors”.

Clause 6.15.3 At the end of the clause insert “in accordance with this Contract”.

Clause 6.15A Insert a new clause 6.15A after clause 6.15:

“6.15A Any insurance maintained under clause 6.15 shall be upon customary and usual terms and conditions prevailing for the time being in the insurance market. Any increased or additional premium required by insurers by reason of the Contractor’s own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates and terms. The duties and obligations contained in clause 6.15 and 6.16 shall continue notwithstanding termination of this Contract, or determination of the Contractor’s employment under this Contract, in either case for any reason whatsoever, including (without limitation) breach by the Employer.”

Clause 6.16 Delete and substitute:

“6.16 The Contractor shall immediately notify the Employer if the insurance referred to in clause 6.15 ceases to be available upon commercially reasonable rates and terms and/or if for any other reason the Contractor is unable to maintain such insurance in which case the Contractor shall take out and maintain a Professional Indemnity insurance policy having the maximum limit of indemnity and the widest cover which is available to the Contractor upon, subject to clause 6.15A, commercially reasonable rates and terms and give notice of the same to the Employer.”

Clause 6.17 In line 1 delete “6.20” and substitute “6.21”.

Clause 6.19.2 At the end of the clause insert “or shall be recoverable from the Contractor by the Employer as a debt.”

Clause 6.21 Insert a new clause 6.21:

“6.21 In further compliance with the Joint Fire Code, the Contractor undertakes to:

6.21.1 provide access to the appointed representatives of the Employer’s insurer at all reasonable times to enter and inspect the site and the Works for the purpose of ensuring that the conditions on the site and the Works comply in

all respects with the Joint Fire Code;

6.21.2 immediately remedy any breach of the Joint Fire Code notified to the Contractor by the Employer or the appointed representative of the Employer's insurer; and

6.21.3 indemnify the Employer against all or any loss arising out of any failure by the Contractor to comply with the Joint Fire Code or his obligations under this clause 6.18 including any loss arising out of any suspension or violation of the Employer's insurance under this clause 6."

Clause 7.1 Delete and substitute:

"7.1.1 The Contractor shall not assign or charge the whole or any part of the benefit of, or any of his rights under, this Contract.

7.1.2 The benefit of and the rights on the part of the Employer under this Contract or (if the Contract Particulars so state) the benefit of and the rights on the part of the Employer under this Contract in respect of any Section may be assigned without the consent of the Contractor on not more than 2 (two) occasions, or on not more than 2 (two) occasions in respect of any Section, provided that assignments or charges by way of security, mortgage or pledge to any Funder and/or any assignments by way of re-assignment on redemption shall not count towards such limited number of assignments. The Contractor shall be given written notice following any such assignment specifying the name and address of the assignee and the date of the assignment.

7.1.3 In the event that the Employer assigns and/or charges this Contract or any rights under this Contract the Contractor agrees that upon notice being given by the Employer to the Contractor the Contractor shall immediately duly execute all such documents and/or deeds and do all things as may be necessary or expedient for such assignment and/or charge.

7.1.4 The Contractor shall not contend that any assignee or person who receives the benefit of and the rights on the part of the Employer pursuant to this clause 7.1 is precluded from recovering any loss resulting from any breach of this Contract (whatever the date of such breach) by reason that that person is an assignee or receives the benefit of and the rights on the part of the Employer pursuant to this clause 7.1 or not the original employer under this Contract or the assignee does not have a proprietary interest in the Works or by reason that the original employer or any intermediate person escaped any loss resulting from such breach by reason of the disposal of any interest in the site or the Works or that the original employer or any intermediate person has not suffered any or as much loss. The Contractor shall also not contend that any sum for which the proprietary interest is transferred is relevant in determining any loss."

Clause 7.4 Delete and substitute "Not used."

Clause 7.5 Delete and substitute "Not used."

Clause 7.6 Delete and substitute "Not used."

Clause 7A	Delete and substitute "Not used."
Clause 7B	Delete and substitute "Not used."
Clause 7C	Delete and substitute: "Contractor's Warranties - Purchasers, Tenants, Freehold Owners and Management Companies"
7C	Within 28 (twenty eight) days of the Employer's notification the Contractor shall duly execute deeds of collateral warranty in the form annexed at Appendix A in favour of any Purchaser, Tenant, Freehold Owner and/or Management Company and deliver the same duly executed to the Employer."
Clause 7D	Delete and substitute: "Contractor's Warranties - Funder"
7D	Within 28 (twenty eight) days of the Employer's notification the Contractor shall duly execute deeds of collateral warranty in the form annexed at Appendix A in favour of the Funder and deliver the same duly executed to the Employer."
Clause 7E	Delete and substitute: "Sub-Contractors' Warranties"
7E.1	Upon the execution of any contract and/or appointment of any Sub-Contractor the Contractor shall deliver deeds of collateral warranty in the appropriate form annexed at Appendix B in favour of the Employer and any Funder, Purchaser, Tenant, Freehold Owner and/or Management Company of which the Contractor is aware prior to the appointment of the relevant Sub-Contractor, duly executed by the relevant Sub-Contractor and Contractor but subject to any amendments proposed by any such Sub-Contractor and approved (such approval not to be unreasonably delayed or withheld) by the Employer.
7E.2	Without prejudice to clause 7E.1, within 28 (twenty eight) days of the Employer's notification identifying the relevant Sub-Contractor and Funder, Purchaser, Tenant, Freehold Owner and/or Management Company the Contractor shall deliver deeds of collateral warranty in the appropriate form annexed at Appendix B duly executed by the relevant Sub-Contractor (and Contractor as relevant) but subject to any amendments proposed by any such Sub-Contractor and approved (such approval not to be unreasonably delayed or withheld) by the Employer."
Clause 7F	Insert a new clause 7F: "Novating Consultants"
7F	Prior to the date of this Contract, the Employer appointed the Novating Consultants. On the date of this Contract, the Employer, the Contractor and each of the Novating Consultants shall execute (in each case duly executed as a deed)a novation agreement in the form annexed at Appendix C and a collateral warranty in the form annexed to the appointment of the respective

Novating Consultant in favour of the Employer. The Contractor shall deliver the said duly executed novation agreement and collateral warranty to the Employer immediately after the date of this Contract."

Clause 7G

Insert a new clause 7G:

"General provisions in relation to collateral warranties

7G.1

The Contractor shall deliver to the Employer:

7G.1.1

certified copies of the duly completed, executed and dated sub-contracts and/or appointments to which a collateral warranty issued in accordance with clause 7E relates on delivery of the relevant warranties to the Employer; and

7G.1.2

reasonable evidence that the level of professional indemnity insurance to be maintained by the relevant warrantor under a collateral warranty issued in accordance with clause 7C, 7D, 7E and 7F is being maintained by the warrantor

on delivery to the Employer of a duly executed collateral warranty pursuant to clause 7C, 7D, 7E and 7F (as relevant).

7G.2

The obligations contained in this clause 7 shall continue notwithstanding termination of this Contract, or determination of the Contractor's employment under this Contract, in either case for any reason whatsoever, including (without limitation) breach by the Employer."

Clause 7H

Insert a new clause 7H:

"Manufacturers' Guarantees

7H

Notwithstanding the provisions of this clause 7, prior to practical completion of the Works the Contractor shall obtain and deliver to the Employer such manufacturers' guarantees or warranties for goods, plant and equipment which are available in respect of the Works in relation to lifts, fire alarms, air conditioning units, roofing and wall cladding and any other relevant suppliers, in favour of the Employer, or such person as the Employer shall so require."

APPENDIX A
Contractor Collateral Warranty

Private & Confidential

Dated

20

DOMIS CONSTRUCTION LIMITED (1)

[BENEFICIARY] (2)

[BTS NQ LTD (3)]

CONTRACTOR COLLATERAL WARRANTY

relating to works at land bounded by Soap Street,
Shudehill, High Street and Back Turner Street,
Manchester

BETWEEN:

- (1) **DOMIS CONSTRUCTION LIMITED** (registered number: 10722270) whose registered office is 840 Birchwood Boulevard, Birchwood, Warrington WA3 7QU ("**Contractor**");
- (2) [**BENEFICIARY**] [(registered number: [NUMBER] whose registered office is] [of] [ADDRESS] ("**Beneficiary**" which expression includes its successors in title and permitted assigns); [and]

DRAFTING NOTE: THE EMPLOYER WILL ONLY NEED TO BE A PARTY IF CLAUSE 8 (STEP-IN RIGHTS) IS INCORPORATED.

- (3) [**BTS NQ LTD** (registered number: 10785804) whose registered office is Unit 3 Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**Employer**").]

BACKGROUND:

- (A) By a contract dated [DATE] ("**Contract**") [the Employer] [BTS NQ LTD ("**Employer**")]
has appointed the Contractor to design and construct the works defined in the
Contract as "**the Works**" (and which expression has the same meaning in this Deed)
at land bounded by Soap Street, Shudehill, High Street and Back Turner Street,
Manchester ("**Site**").

**DRAFTING NOTE: AS THIS DOCUMENT CONTAINS AUTOMATIC NUMBERING WHEN
THE APPROPRIATE RECITALS ARE RETAINED, THE NUMBERS WILL BE
CORRECTED.**

- (B) [By an agreement dated [date] the Beneficiary agreed to provide finance to the
[Employer] [[freehold owner] [landlord] of the Site] in connection with the
Works/completed Works.]

OR

- (C) [The Beneficiary is [the] [a] [purchaser] [tenant] of [the Works/completed Works]
[[description of part of the Works/completed Works].]

OR

- (D) [The Beneficiary is [the] [a] provider of finance in connection with the [purchase]
[lease] of [the Works/completed Works] [[description of part of the Works/completed
Works].]

OR

- (E) [The Beneficiary is the [freehold owner] [landlord] of the Site.]

OR

- (F) [The Beneficiary is [the] [a] management company [for] [of] the completed Works.]
- (G) The Contractor has agreed to enter into this Deed in favour of the Beneficiary.

IT IS NOW AGREED THAT:

1 Consideration

This Deed is made in consideration of the payment of one pound (£1.00) by the Beneficiary to the Contractor, receipt of which the Contractor acknowledges.

2 Contractor's Warranties

2.1 The Contractor warrants to the Beneficiary that:

- (a) it has carried out, performed and completed, and shall continue to carry out, perform and complete, its duties and obligations under the Contract in accordance with the Contract and owes a duty of care to the Beneficiary in relation to the same;
- (b) in addition to and without derogation to clause 2.1(a), it has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified, experienced and competent architect or, as the case may be, other properly qualified, experienced and competent designer of the appropriate discipline(s) for such design, experienced in carrying out works of a similar scope, size, nature, timescale and complexity and on a similar site or at a similar location to the Works in relation to:
 - (i) any design of the Works;
 - (ii) the selection and standards of all goods, materials, equipment or plant for the Works;
 - (iii) the satisfaction of any performance requirement or specification of or for the whole or any portion of the Works;
- (c) it has not and shall not use and (subject to the standard of skill, care and diligence set out in clause 2.1(b)) it has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the Works any products or materials which are generally known within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Works in the particular circumstances in which they are used or those identified at the time of use as potentially hazardous in or not in conformity with:
 - (i) the relevant British or European Union Standards or Codes of Practice;
 - (ii) any publications of the Building Research Establishment related to the specification of products or materials; or
 - (iii) the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices.

3 Contractor's Design Documents

- 3.1 Subject to any rights in any designs, drawings and other documents supplied to the Contractor for the purposes of the Contract, the copyright in all the Contractor's Design Documents (as defined in the Contract) shall remain vested in the Contractor.

- 3.2 The Contractor grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Beneficiary, with effect from the date of this Deed or in the case of any Contractor's Design Documents not yet in existence with effect from the creation of such Contractor's Design Documents, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Contractor's duties and/or obligations or the termination howsoever arising of the Contract or any dispute under the Contract) to use the copyright in the Contractor's Design Documents and to reproduce the designs and content of the Contractor's Design Documents for any purpose relating to the Works and/or completed Works including, without limitation, the design, construction, funding, fitting-out, modification, completion, maintenance, letting, sale, promotion, advertisement, extension, demolition, reinstatement, refurbishment, occupation, management, alteration and repair of the whole or any portion of the whole of the Works and/or the completed Works. Such licence will carry the right to grant sub-licences in like terms and will be transferable to third parties. Such licence shall enable the Beneficiary to copy and use the Contractor's Design Documents for an extension of the Works and/or completed Works but shall not include a licence to reproduce the designs contained in them for an extension or duplication of the Works and/or completed Works.
- 3.3 The Contractor shall not be liable for the use of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.
- 3.4 The Contractor warrants that the Contractor's Design Documents (except to the extent that duly authorised sub-contractors or sub-consultants are used) are the Contractor's own original work and that in any event their use in connection with the Works and/or the completed Works will not infringe the rights of any third party. The Contractor further warrants to the best of its knowledge that where duly authorised sub-contractors or sub-consultants are used their work will be original and will be covered by the licence granted to the Beneficiary under clause 3.2.
- 3.5 The Contractor agrees on reasonable request at any time and following reasonable prior written notice to give to the Beneficiary, or those authorised by the Beneficiary, access to the Contractor's Design Documents and to provide copies (including copy negatives and CAD disks) of the Contractor's Design Documents at the Beneficiary's expense.

4 Insurance

- 4.1 The Contractor:
- (a) warrants that it has taken out at its own cost with authorised insurers lawfully carrying on such insurance business in the United Kingdom a Professional Indemnity insurance policy without unusual or onerous conditions or excesses with limits of indemnity of the types and in amounts not less than £10,000,000 (ten million pounds) in the aggregate;
 - (b) shall maintain the insurance referred to in clause 4.1(a) until the expiry of 12 years from the date of practical completion of the Works provided that it remains available generally in the United Kingdom insurance market to design and build contractors at commercially reasonable rates and terms to such design and build contractors; and
 - (c) as and when reasonably requested to do so by the Beneficiary, shall produce for inspection documentary evidence that the insurance referred to in this

clause 4.1 has been effected and/or is being maintained in accordance with this Deed.

- 4.2 Any insurance maintained under clause 4.1 and 4.3 shall be upon customary and usual terms and conditions prevailing for the time being in the insurance market. Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates and terms. The duties and obligations contained in this clause 4 shall continue notwithstanding termination of the Contract, or determination of the Contractor's employment under the Contract.
- 4.3 The Contractor shall immediately notify the Beneficiary if the insurance referred to in clause 4.1 ceases to be available upon commercially reasonable rates and/or terms and/or if for any other reason the Contractor is unable to maintain such insurance in which case the Contractor shall take out and maintain a Professional Indemnity insurance policy having the maximum limit of indemnity and the widest cover which is available to the Contractor upon, subject to clause 4.2, commercially reasonable rates and terms and give notice of the same to the Beneficiary.

5 **Assignment and Further Collateral Warranties**

- 5.1 [Without prejudice to the provisions of clause 8 the] [The] benefit of and the rights on the part of the Beneficiary under this Deed may be assigned on two occasions only without the consent of the Contractor provided that assignments or charges by way of security, mortgage or pledge to any party providing finance to the Beneficiary and/or any assignments by way of re-assignment on redemption shall not count towards such limited number of assignments.
- 5.2 The Contractor shall not contend that any assignee or person who receives the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 is precluded or prevented from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason that that person is an assignee or received the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 or is otherwise not the original beneficiary under this Deed or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or the Works or that the original beneficiary or any intermediate beneficiary has not suffered any or as much loss.

DRAFTING NOTE: THE FOLLOWING TWO CLAUSES WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE FUNDER AS THE EMPLOYER SHALL SO REQUIRE

- 5.3 In clause 5.3 and 5.4:

"Freehold Owner" means the freehold owner and/or landlord of the Site (if not the Employer or Beneficiary);

"Funder" means any person:

- 1 providing finance in connection with the execution of the Works;
- 2 providing finance in connection with the acquisition of the Site or any part of the Site;

- 3 whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works or any part of the Works or the Site or any part of the Site; and/or
- 4 providing finance to any Purchaser and/or Tenant in connection with the Works or any part of the Works;

“Management Company” means any company formed or employed to manage the whole or a significant part of the completed Works;

“Purchaser” means any person having or acquiring a leasehold interest for capital consideration and/or a freehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site;

“Tenant” means any person (other than a Purchaser) having or acquiring a leasehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site.

- 5.4 Within 21 (twenty one) days of the Beneficiary's written request the Contractor shall enter into deeds of collateral warranty in the terms of this Deed (amended as appropriate but excluding clauses 5.3, 5.4 [and 8]) in favour of any Freehold Owner, Funder, Management Company, Purchaser and/or Tenant and deliver the same duly executed to the Beneficiary provided that the Contractor's obligation under this clause 5.4 shall be no greater than the Contractor's obligation to enter and deliver duly executed deeds of collateral warranties pursuant to clause 7 of the Contract.

6 Limitation

- 6.1 The Contractor shall have no liability under clause 2.1 which is greater or of longer duration than it would have had if, in lieu of this Deed, the Beneficiary had been a party to the Contract as employer, provided that the Contractor shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the Contractor from the Employer.
- 6.2 The Contractor shall be entitled in any action or proceedings brought by the Beneficiary under clause 2.1 to rely on any limitation of liability in the Contract and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Beneficiary if, in lieu of this Deed, the Beneficiary had been a party to the Contract as employer.
- 6.3 The parties agree that no action or proceedings may be brought or commenced under this Deed at any time after the expiry of 12 years from the date of practical completion of the Works.

7 Miscellaneous

- 7.1 In this Deed, unless the context otherwise requires:
 - (a) the index and headings are included for convenience only and shall not affect the construction or interpretation of this Deed;
 - (b) the singular includes the plural number and vice versa;

- (c) a gender includes any other gender;
- (d) a reference to a "person" includes any individual, firm partnership, company and any other body corporate;
- (e) a reference to a statute, statutory instrument or other subordinate legislation ("**legislation**") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
- (f) any phrase introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.

- 7.2 The Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of any documents prepared by the Contractor or provided to the Beneficiary or by any attendance at Site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for the Beneficiary's benefit or on its behalf.
- 7.3 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Contractor including, without limitation, any remedies in negligence and no provisions in this Deed are intended to exclude any obligation or liability which would otherwise be implied whether by statute, the law of contract, tort, equity or otherwise.
- 7.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided always that this clause 7.4 shall not affect any right or remedy which exists or is available to any person apart from such Act.
- 7.5 Any notice to be given by either party under this Deed shall be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery and any notice sent by facsimile transmission shall be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it shall be deemed to be served on the next working day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45pm on a working day and otherwise on the next working day.
- 7.6 This Deed and the parties' non contractual duties and/or obligations shall be governed by and construed in accordance with English law and the English courts shall have jurisdiction with regard to all matters arising under or in connection with it.

DRAFTING NOTE: THE FOLLOWING CLAUSE WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE FUNDER AS THE EMPLOYER SHALL SO REQUIRE

8 Step-In Rights

- 8.1 The Contractor will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Contract or its employment under it or discontinue or suspend the performance of any duties

or obligations under the Contract, without first giving to the Beneficiary not less than twenty-eight days' prior written notice (save that where the Contractor is seeking to exercise a right to suspend the performance of its obligations under the Contract pursuant to clause 4.11.1 of the Contract or in accordance with s112 of the Housing Grants, Construction and Regeneration Act 1996 the Contractor shall give the Beneficiary written notice of its intention to do when it serves notice on the Employer) specifying the Contractor's grounds for doing so and stating the amount (if any) of sums owing to the Contractor under the Contract. Within twenty-eight days of the notice:

- (a) the Beneficiary may give written notice to the Contractor that the Beneficiary shall become the employer under the Contract to the exclusion of the Employer and, upon giving such notice, that will be the case and the Contract will be and remain in full force and effect (without any discontinuance or suspension) notwithstanding any of the grounds specified in the Contractor's notice under clause 8.1; and
- (b) if:
 - (i) the Beneficiary has given such notice under clause 8.1(a) and provided the Contractor has properly complied with clause 8.1 then from the date of the Beneficiary's notice under clause 8.1(a); or
 - (ii) the Beneficiary has given notice under clause 8.3 then from the date of that notice;

the Beneficiary will become responsible for all sums properly payable to the Contractor under the Contract and for the observance and performance of all of the other duties and obligations on the part of the Employer to be observed and performed under the Contract accruing due after the service of the Beneficiary's notice and the Beneficiary shall pay the Contractor an amount equal to such sums properly due after the service of the relevant notice within 30 days of the date of such notice provided that the Beneficiary will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Employer under the Contract.

- 8.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Beneficiary to the Contractor the Beneficiary will not be under any obligation to the Contractor nor will the Contractor have any claim or cause of action against the Beneficiary unless and until the Beneficiary has given written notice to the Contractor under either clause 8.1(a) or clause 8.3.
- 8.3 The Contractor further covenants with the Beneficiary that if requested by the Beneficiary by written notice expressly confirming the Beneficiary's intention to comply with clause 8.1(b) and subject to clause 8.1(b), it will accept the instructions of the Beneficiary to the exclusion of the Employer in respect of the Works upon the terms and conditions of the Contract. The Beneficiary shall then become the employer under the Contract to the exclusion of the Employer and the Contractor will, if so requested, enter into a novation agreement in order to substitute the Beneficiary for the Employer under the Contract.
- 8.4 The Employer acknowledges that the Contractor will be entitled to rely on a notice given to the Contractor by the Beneficiary under clause 8.3 as conclusive evidence that the Beneficiary is entitled to serve such notice; and that the Contractor shall not

be in breach of the Contract by complying with the obligations imposed on it by this Deed.

- 8.5 Where the Contractor has given rights in relation to the Contract similar to those contained in this clause 8 to any other person then if both the Beneficiary and any such other person serve notice under clause 8.1 or clause 8.3 or its equivalent the notice served by the Beneficiary shall prevail.
- 8.6 The Beneficiary may by written notice to the Contractor appoint another person to exercise its rights under this clause 8 subject to the Beneficiary remaining liable to the Contractor as guarantor for its appointee in respect of its obligations under this Deed.
- 8.7 Notwithstanding the other provisions of this clause 8, if the Contract has for any reason been terminated prior to receipt by the Contractor of a notice from the Beneficiary served under clause 8.1(a) or clause 8.3, the Contractor shall on receipt of any such notice from the Beneficiary enter into a new contract with the Beneficiary on the same terms as the Contract to continue the Works in all respects as if the Contract had been transferred to the Beneficiary in accordance with the provisions of this clause 8.
- 8.8 Upon payment by the Beneficiary to the Contractor in accordance with clauses 8.1(b) or 8.7 of an amount equal to the relevant sum owing from the Employer to the Contractor, the Contractor shall assign to the Beneficiary all the Contractor's rights against the Employer in respect of such unpaid sum and shall pay to the Beneficiary any of the same subsequently received by the Contractor from the Employer.
- 8.9 The Beneficiary shall not be under any liability to the Contractor unless and until the Beneficiary serves notice upon the Contractor in accordance with clauses 8.1(a), 8.3 or 8.7.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

[EXECUTED AS A DEED BY SIGNING PARTIES]

Appendix B
Forms of Sub-Contractor Collateral Warranty

Private & Confidential

Dated

20

[SUB-CONTRACTOR] (1)

[BENEFICIARY] (2)

[DOMIS CONSTRUCTION LIMITED] (3)

**[DISCIPLINE] SUB-CONTRACTOR COLLATERAL
WARRANTY**

relating to works at land bounded by Soap Street,
Shudehill, High Street and Back Turner Street,
Manchester

BETWEEN:

- (1) **[SUB-CONTRACTOR]** [(registered number: [NUMBER] whose registered office is] [of] [ADDRESS] ("**Sub-Contractor**");
- (2) **[BENEFICIARY]** [(registered number: [NUMBER] whose registered office is] [of] [ADDRESS] ("**Beneficiary**" which expression includes its successors in title and permitted assigns); [and]

DRAFTING NOTE: THE CONTRACTOR WILL ONLY NEED TO BE A PARTY IF CLAUSE 8 (STEP-IN RIGHTS) IS INCORPORATED.

- (3) **[DOMIS CONSTRUCTION LIMITED]** (registered number: 10722270) whose registered office is 840 Birchwood Boulevard, Birchwood, Warrington WA3 7QU ("**Contractor**").]

BACKGROUND:

- (A) By a contract dated [DATE] ("**Contract**") [the Beneficiary] [BTS NQ LTD ("**Employer**")]) has appointed [the Contractor] [Domis Construction Limited ("**Contractor**")]) to design and construct the works defined in the Contract as "**the Works**" (and which expression has the same meaning in this Deed) at land bounded by Soap Street, Shudehill, High Street and Back Turner Street, Manchester ("**Site**").
- (B) By a contract dated [DATE] ("**Sub-Contract**") the Contractor has appointed the Sub-Contractor to design and construct the works described in the Sub-Contract ("**Sub-Contract Works**").

DRAFTING NOTE: AS THIS DOCUMENT CONTAINS AUTOMATIC NUMBERING WHEN THE APPROPRIATE RECITALS ARE RETAINED, THE NUMBERS WILL BE CORRECTED. PLEASE NOTE THERE IS NO RECITAL FOR THE WARRANTY BEING IN FAVOUR OF THE EMPLOYER

- (C) [By an agreement dated [date] the Beneficiary agreed to provide finance to the [Employer] [[freehold owner] [landlord] of the Site] in connection with the Works.]

OR

- (D) [The Beneficiary is [the] [a] [purchaser] [tenant] of [the completed Works] [[description of part of the completed Works].]

OR

- (E) [The Beneficiary is [the] [a] provider of finance in connection with the [purchase] [lease] of [the completed Works] [[description of part of the completed Works].]

OR

- (F) [The Beneficiary is the [freehold owner] [landlord] of the Site.]

OR

- (G) [The Beneficiary is [the] [a] management company [for] [of] the completed Works.]

(H) The Sub-Contractor has agreed to enter into this Deed in favour of the Beneficiary.

IT IS NOW AGREED THAT:

1 Consideration

This Deed is made in consideration of the payment of one pound (£1.00) by the Beneficiary to the Sub-Contractor, receipt of which the Sub-Contractor acknowledges.

2 Sub-Contractor's Warranties

2.1 The Sub-Contractor warrants to the Beneficiary that:

- (a) it has carried out, performed and completed, and shall continue to carry out, perform and complete, its duties and obligations under the Sub-Contract in accordance with the Sub-Contract and owes a duty of care to the Beneficiary in relation to the same;
- (b) in addition to and without derogation to clause 2.1(a), it has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified, experienced and competent architect or, as the case may be, other properly qualified, experienced and competent designer of the appropriate discipline(s) for such design, experienced in carrying out works such as the Sub-Contract Works in relation to works of a similar scope, size, nature, timescale and complexity and on a similar site or at a similar location to the Works in relation to:
 - (i) any design of the Sub-Contract Works;
 - (ii) the selection of goods, materials, equipment or plant for the Sub-Contract Works;
 - (iii) the satisfaction of any performance requirement or specification of or for the whole or any portion of the Sub-Contract Works;
- (c) it has not and shall not use and (subject to the standard of skill, care and diligence set out in clause 2.1(b)) it has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the Sub-Contract Works any products or materials which are generally known within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Sub-Contract Works in the particular circumstances in which they are used or those identified at the time of use as potentially hazardous in or not in conformity with:
 - (i) the relevant British or European Union Standards or Codes of Practice;
 - (ii) any publications of the Building Research Establishment related to the specification of products or materials; or
 - (iii) the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices;

- (d) if in the performance of its duties under the Sub-Contract, the Sub-Contractor becomes aware that it or any person has specified or used or approved the specification or use of any of the products or materials referred to in clause 2.1(c), the Sub-Contractor shall immediately give written notice to the Beneficiary of the same. This clause 2.1(d) shall not create any additional duty on the Sub-Contractor to inspect or check the work of others unless such duty is required by the Sub-Contract.

3 **Sub-Contractor's Design Documents**

- 3.1 In this clause 3 **"Sub-Contractor Design Documents"** means the drawings, designs, charts, specifications, plans, models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes, budgets, cost plans and any other documents or materials in any medium (excluding internal memoranda and documents, working papers and templates) created, amended and/or developed by or for the Sub-Contractor in relation to the Sub-Contract Works and/or Works (including any updates, amendments, additions and revisions).
- 3.2 The Sub-Contractor grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Beneficiary, with effect from the date of this Deed or in the case of any Sub-Contractor's Design Documents not yet in existence with effect from the creation of such Sub-Contractor's Design Documents, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Sub-Contractor's duties and/or obligations or the termination howsoever arising of the Sub-Contract or any dispute under the Sub-Contract) to use the copyright in the Sub-Contractor's Design Documents and to reproduce the designs and content of the Sub-Contractor's Design Documents for any purpose relating to the Sub-Contract Works, Works and/or the completed Works including, without limitation, the design, construction, funding, fitting-out, modification, completion, maintenance, letting, sale, promotion, advertisement, extension, demolition, reinstatement, refurbishment, occupation, management, alteration and repair of the whole or any portion of the Sub-Contract Works, Works and/or completed Works. Such licence will carry the right to grant sub-licences in like terms and will be transferable to third parties. Such licence shall enable the Beneficiary to copy and use the Sub-Contractor's Design Documents for an extension of the Sub-Contract Works, Works and/or completed Works but shall not include a licence to reproduce the designs contained in them for an extension or duplication of the Sub-Contract Works, Works and/or completed Works.
- 3.3 The Sub-Contractor shall not be liable for the use by the Beneficiary of any of the Sub-Contractor's Design Documents for any purpose other than that for which they were prepared.
- 3.4 The Sub-Contractor warrants that the Sub-Contractor's Design Documents (except to the extent that duly authorised sub-contractors or sub-consultants are used) are the Sub-Contractor's own original work and that in any event their use in connection with the Sub-Contract Works, the Works and/or the completed Works will not infringe the rights of any third party. The Sub-Contractor further warrants that where duly authorised sub-contractors or sub-consultants are used their work will be original and will be covered by the licence granted to the Beneficiary under clause 3.2.
- 3.5 The Sub-Contractor agrees on reasonable request at any time and following reasonable prior written notice to give to the Beneficiary, or those authorised by the Beneficiary, access to the Sub-Contractor's Design Documents and to provide copies

(including copy negatives and CAD disks) of the Sub-Contractor's Design Documents at the Beneficiary's expense.

4 Insurance

4.1 The Sub-Contractor:

- (a) warrants that it has taken out at its own cost with authorised insurers lawfully carrying on such insurance business in the United Kingdom a Professional Indemnity insurance policy without unusual or onerous conditions or excesses with limits of indemnity of the type and amount not less than £[amount] ([amount] pounds) in relation to claims or a series of claims arising out of one event;
- (b) shall maintain the insurance referred to in clause 4.1(a) until the expiry of 12 years from the date of practical completion of the Sub-Contract Works provided that such insurance remains available generally in the United Kingdom insurance market to sub-contractors specialising in the fields in which the Sub-Contractor specialises at commercially reasonable rates and terms to such sub-contractors; and
- (c) as and when reasonably requested to do so by the Beneficiary, shall produce for inspection documentary evidence that such insurance has been effected and/or is being maintained in accordance with this Deed.

4.2 Any insurance maintained under clause 4.1 and 4.3 shall be upon customary and usual terms and conditions prevailing for the time being in the insurance market. Any increased or additional premium required by insurers by reason of the Sub-Contractor's own claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates and terms. The duties and/or obligations contained in this clause 4 shall continue notwithstanding termination of the Sub-Contract, or determination of the Sub-Contractor's employment under the Sub-Contract.

4.3 The Sub-Contractor shall immediately notify the Beneficiary if the insurance referred to in clause 4.1 ceases to be available upon commercially reasonable rates and terms and/or if for any other reason the Sub-Contractor is unable to maintain such insurance in which case the Sub-Contractor shall take out and maintain a Professional Indemnity insurance policy having the maximum limit of indemnity and the widest cover which is available to the Sub-Contractor upon, subject to clause 4.2, commercially reasonable rates and terms and give notice of the same to the Beneficiary.

5 Assignment and Further Collateral Warranties

5.1 [Without prejudice to the provisions of clause 8 the] [The] benefit of and the rights on the part of the Beneficiary under this Deed may be assigned without the consent of the Sub-Contractor on not more than 2 (two) occasions provided that:

- (a) assignments or charges by way of security, mortgage or pledge to any party providing finance to the Beneficiary and/or any assignments by way of re-assignment on redemption; and/or

- (b) assignments to any subsidiary or holding company of the Beneficiary or another subsidiary of a holding company of the Beneficiary, as 'subsidiary' and 'holding company' are defined in s.1159 Companies Act 2006

shall not count towards such limited number of assignments.

- 5.2 The Sub-Contractor shall not contend that any assignee or person who receives the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 is precluded or prevented from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason that that person is an assignee or received the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 or is otherwise not the original beneficiary under this Deed or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or the Works or that the original beneficiary or any intermediate beneficiary has not suffered any or as much loss.

DRAFTING NOTE: THE FOLLOWING TWO CLAUSES WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE EMPLOYER AND FUNDER, AS THE EMPLOYER SHALL SO REQUIRE

- 5.3 In clause 5.3 and 5.4:

"Freehold Owner" means the freehold owner and/or landlord of the Site (if not the Employer or Beneficiary);

"Funder" means any person:

- 1 providing finance in connection with the execution of the Works;
- 2 providing finance in connection with the acquisition of the Site or any part of the Site;
- 3 whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works or any part of the Works or the Site or any part of the Site; and/or
- 4 providing finance to any Purchaser and/or Tenant whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works;

"Management Company" means any company formed or employed to manage the whole or a significant part of the completed Works;

"Purchaser" means any person having or acquiring a leasehold interest for capital consideration and/or a freehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site;

"Tenant" means any person (other than a Purchaser) having or acquiring a leasehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site.

- 5.4 Within 21 (twenty one) days of the Beneficiary's written request the Sub-Contractor shall enter into deeds of collateral warranty in the terms of this Deed (amended as

appropriate but excluding clauses 5.3, 5.4 [and 8]) in favour of any Freehold Owner, Funder, Management Company, Purchaser and/or Tenant, and deliver the same duly executed to the Beneficiary.

6 Limitation

- 6.1 The Sub-Contractor shall have no liability under clause 2.1 which is greater or of longer duration than it would have had if, in lieu of this Deed, the Beneficiary had been a party to the Sub-Contract as employer, provided that the Sub-Contractor shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the Sub-Contractor from the Contractor.
- 6.2 The Sub-Contractor shall be entitled in any action or proceedings brought by the Beneficiary under clause 2.1 to rely on any limitation of liability in the Sub-Contract and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Beneficiary if, in lieu of this Deed, the Beneficiary had been a party to the Sub-Contract as employer.
- 6.3 The parties agree that no action or proceedings may be brought or commenced under this Deed at any time after the expiry of 12 years from the date of completion of the Sub-Contract Works.

7 Miscellaneous

- 7.1 In this Deed, unless the context otherwise requires:
- (a) the index and headings are included for convenience only and shall not affect the construction or interpretation of this Deed;
 - (b) the singular includes the plural number and vice versa;
 - (c) a gender includes any other gender;
 - (d) a reference to a "person" includes any individual, firm partnership, company and any other body corporate;
 - (e) a reference to a statute, statutory instrument or other subordinate legislation ("**legislation**") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
 - (f) any phrase introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.
- 7.2 The Sub-Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of any documents prepared by the Sub-Contractor or provided to the Beneficiary or by any attendance at Site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for the Beneficiary's benefit or on its behalf.
- 7.3 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Sub-Contractor including, without limitation, any remedies in negligence and no provisions in this

Deed are intended to exclude any obligation or liability which would otherwise be implied whether by statute, the law of contract, tort, equity or otherwise.

- 7.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided always that this clause 7.4 shall not affect any right or remedy which exists or is available to any person apart from such Act.
- 7.5 Any notice to be given by either party under this Deed shall be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery and any notice sent by facsimile transmission shall be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it shall be deemed to be served on the next working day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45pm on a working day and otherwise on the next working day.
- 7.6 This Deed and the parties' non contractual duties and/or obligations shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction with regard to all matters arising under or in connection with it.

DRAFTING NOTE: THE FOLLOWING CLAUSE WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE EMPLOYER AND FUNDER AS THE EMPLOYER SHALL SO REQUIRE

8 Step-In Rights

- 8.1 The Sub-Contractor will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Sub-Contract or its employment under it or discontinue or suspend the performance of any duties or obligations under the Sub-Contract, without first giving to the Beneficiary not less than twenty-eight days' prior written notice (save that where the Sub-Contractor is seeking to exercise a right to suspend the performance of its duties and/or obligations under the Sub-Contract as a result of non-payment or in accordance with s112 of the Housing Grants, Construction and Regeneration Act 1996 the Sub-Contractor shall give the Beneficiary written notice of its intention to do so not less than seven days before it serves notice on the Contractor) specifying the Sub-Contractor's grounds for doing so and stating the amount (if any) of sums owing to the Sub-Contractor under the Sub-Contract. Within twenty-eight days of the notice:
- (a) the Beneficiary may give written notice to the Sub-Contractor that the Beneficiary shall become the employer under the Sub-Contract to the exclusion of the Contractor and, upon giving such notice, that will be the case and the Sub-Contract will be and remain in full force and effect (without any discontinuance or suspension) notwithstanding any of the grounds specified in the Sub-Contractor's notice under clause 8.1; and
 - (b) if:

- (i) the Beneficiary has given such notice under clause 8.1(a) and provided the Sub-Contractor has properly complied with clause 8.1 then from the date of the Beneficiary's notice under clause 8.1(a); or
- (ii) the Beneficiary has given notice under clause 8.3 then from the date of that notice;

the Beneficiary will become responsible for all sums properly payable to the Sub-Contractor under the Sub-Contract and for the observance and performance of all of the other duties and obligations on the part of the Contractor to be observed and performed under the Sub-Contract accruing due after the service of the Beneficiary's notice and the Beneficiary shall pay the Sub-Contractor an amount equal to such sums properly due after the service of the relevant notice within 30 days of the date of such notice provided that the Beneficiary will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Contractor under the Sub-Contract.

- 8.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Beneficiary to the Sub-Contractor the Beneficiary will not be under any obligation to the Sub-Contractor nor will the Sub-Contractor have any claim or cause of action against the Beneficiary unless and until the Beneficiary has given written notice to the Sub-Contractor under either clause 8.1(a) or clause 8.3.
- 8.3 The Sub-Contractor further covenants with the Beneficiary that if requested by the Beneficiary by written notice expressly confirming the Beneficiary's intention to comply with clause 8.1(b) and subject to clause 8.1(b), it will accept the instructions of the Beneficiary to the exclusion of the Contractor in respect of the Sub-Contract Works upon the terms and conditions of the Sub-Contract. The Beneficiary shall then become the employer under the Sub-Contract to the exclusion of the Contractor and the Sub-Contractor will, if so requested, enter into a novation agreement in order to substitute the Beneficiary for the Contractor under the Sub-Contract.
- 8.4 The Contractor acknowledges that the Sub-Contractor will be entitled to rely on a notice given to the Sub-Contractor by the Beneficiary under clause 8.3 as conclusive evidence that the Beneficiary is entitled to serve such notice; and that the Sub-Contractor shall not be in breach of the Sub-Contract by complying with the obligations imposed on it by this Deed.

[DRAFTING NOTE: IN THE FOLLOWING CLAUSE THE ORDER OF PRIORITY SHALL BE AS FOLLOWS: THE FUNDER THEN EMPLOYER]

- 8.5 [Where the Sub-Contractor has given rights in relation to the Sub-Contract similar to those contained in this clause 8 to any other person then if both the Beneficiary and any such other person serve notice under clause 8.1 or clause 8.3 or its equivalent the notice served by the Beneficiary shall [prevail] [not prevail] [not prevail over any notice served by [Name] but prevail over any notice served by any other person].]
- 8.6 The Beneficiary may by written notice to the Sub-Contractor appoint another person to exercise its rights under this clause 8 subject to the Beneficiary remaining liable to the Sub-Contractor as guarantor for its appointee in respect of its obligations under this Deed.
- 8.7 Notwithstanding the other provisions of this clause 8, if the Sub-Contract has for any reason been terminated prior to receipt by the Sub-Contractor of a notice from the

Beneficiary served under clause 8.1(a) or clause 8.3, the Sub-Contractor shall on receipt of any such notice from the Beneficiary enter into a new sub-contract with the Beneficiary on the same terms as the Sub-Contract to continue the Sub-Contract Works in all respects as if the Sub-Contract had been transferred to the Beneficiary in accordance with the provisions of this clause 8.

- 8.8 Upon payment by the Beneficiary to the Sub-Contractor in accordance with clauses 8.1(b) or 8.7 of an amount equal to the relevant sum owing from the Contractor to the Sub-Contractor, the Sub-Contractor shall assign to the Beneficiary all the Sub-Contractor's rights against the Contractor in respect of such unpaid sum and shall pay to the Beneficiary any of the same subsequently received by the Sub-Contractor from the Contractor.
- 8.9 The Beneficiary shall not be under any liability to the Sub-Contractor unless and until the Beneficiary serves notice upon the Sub-Contractor in accordance with clause 8.1(a), 8.3 or 8.7.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

[EXECUTED AS A DEED BY SIGNING PARTIES]

Private & Confidential

Dated

20

[SUB-CONSULTANT] (1)

[BENEFICIARY] (2)

[DOMIS CONSTRUCTION LIMITED] (3)

**[DISCIPLINE] CONSULTANT COLLATERAL
WARRANTY**

relating to works at land bounded by Soap Street,
Shudehill, High Street and Back Turner Street,
Manchester

BETWEEN:

- (1) **[SUB-CONSULTANT]** [(registered number: [NUMBER] whose registered office is] [of] [ADDRESS] ("**Consultant**")];
- (2) **[BENEFICIARY]** [(registered number: [NUMBER] whose registered office is] [of] [ADDRESS] ("**Beneficiary**" which expression includes its successors in title and permitted assigns); [and]

DRAFTING NOTE: THE CONTRACTOR WILL ONLY NEED TO BE A PARTY IF CLAUSE 8 (STEP-IN RIGHTS) IS INCORPORATED.

- (3) **[DOMIS CONSTRUCTION LIMITED]** (registered number: 10722270) whose registered office is 840 Birchwood Boulevard, Birchwood, Warrington WA3 7QU ("**Contractor**").]

BACKGROUND:

DRAFTING NOTE: AS THIS DOCUMENT CONTAINS AUTOMATIC NUMBERING WHEN THE APPROPRIATE RECITALS ARE RETAINED, THE NUMBERS WILL BE CORRECTED.

- (A) By a contract dated [DATE] ("**Contract**") [the Beneficiary] [BTS NQ LTD ("**Employer**")], has appointed [the Contractor] [Domis Construction Limited ("**Contractor**")], to design and construct the works defined in the Contract as "**the Works**" (and which expression has the same meaning in this Deed) at land bounded by Soap Street, Shudehill, High Street and Back Turner Street, Manchester ("**Site**").
- (B) By an appointment dated [DATE] ("**Appointment**") the Contractor has appointed the Consultant to provide the services described in the Appointment ("**Services**").

DRAFTING NOTE: AS THIS DOCUMENT CONTAINS AUTOMATIC NUMBERING WHEN THE APPROPRIATE RECITALS ARE RETAINED, THE NUMBERS WILL BE CORRECTED. PLEASE NOTE THERE IS NO RECITAL FOR THE WARRANTY BEING IN FAVOUR OF THE EMPLOYER

- (C) [By an agreement dated [date] the Beneficiary agreed to provide finance to the [Employer] [[freehold owner] [landlord] of the Site] in connection with the Works.]

OR

- (D) [The Beneficiary is [the] [a] [purchaser] [tenant] of [the completed Works] [[description of part of the completed Works] [[part of] the Site].]

OR

- (E) [The Beneficiary is [the] [a] provider of finance in connection with the [purchase] [lease] of [the completed Works] [[description of part of the completed Works].]

OR

- (F) [The Beneficiary is the [freehold owner] [landlord] of the Site.]

OR

- (G) [The Beneficiary is [the] [a] [subsidiary] [holding company] [subsidiary of a holding company] of the Employer.]

OR

- (H) [The Beneficiary is [the] [a] management company [for] [of] the completed Works.]
- (I) The Consultant has agreed to enter into this Deed in favour of the Beneficiary.

IT IS NOW AGREED THAT:

1 Consideration

This Deed is made in consideration of the payment of one pound (£1.00) by the Beneficiary to the Consultant, receipt of which the Consultant acknowledges.

2 Consultant's Warranties

2.1 The Consultant warrants to the Beneficiary that:

- (a) it has carried out and performed and shall continue to carry out and perform and shall complete its duties and obligations under the Appointment in accordance with the Appointment and owes a duty of care to the Beneficiary in relation to the same;
- (b) in addition to and without derogation to clause 2.1(a), it has exercised and shall continue to exercise in the performance of the Services the reasonable skill, care and diligence to be expected of a properly qualified, experienced and competent member of its profession experienced in carrying out work such as the Consultant's duties under the Appointment in relation to works of similar scope, size, nature, timescale and complexity and on a similar site or at a similar location to the Works;
- (c) subject to the standard of skill, care and diligence set out in clause 2.1(b), it has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the Works any products or materials which are generally known within the construction industry at the time of specification to be deleterious to health and safety or to the durability or integrity of the Works in the particular circumstances in which they are used or those identified at the time of specification as potentially hazardous in or not in conformity with:
 - (i) the relevant British or European Union Standards or Codes of Practice;
 - (ii) any publications of the Building Research Establishment related to the specification of products or materials; or
 - (iii) the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices;
- (d) if in the performance of its duties under the Appointment, the Consultant becomes aware that it or any person has specified, approved or used any products or materials referred to in clause 2.1(c) and/or any products or

materials which are generally known within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Works in the particular circumstances in which they are used, the Consultant shall immediately give written notice to the Beneficiary of the same. This clause 2.1(d) shall not create any additional duty on the Consultant to inspect or check the work of others unless such duty is required by the Appointment.

3 **Consultant's Design Documents**

- 3.1 In this clause 3 "**Consultant's Design Documents**" means the drawings, designs, charts, specifications, plans, models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes, budgets, cost plans and any other documents or materials in any medium (excluding internal memoranda and documents, working papers and templates) created, amended and/or developed by or for the Consultant in relation to the Works (including any updates, amendments, additions and revisions).
- 3.2 The Consultant grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Beneficiary, with effect from the date of this Deed or in the case of Consultant's Design Documents not yet in existence with effect from the creation of such Consultant's Design Documents, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Consultant's duties and/or obligations or the termination howsoever arising of the Appointment or any dispute under the Appointment) to use the copyright in the Consultant's Design Documents and to reproduce the designs and content of the Consultant's Design Documents for any purpose relating to the Works and/or completed Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, extension, reinstatement, refurbishment, occupation, management, alteration and repair of the whole or any portion of the whole of the Works and/or the completed Works. Such licence will carry the right to grant sub-licences in like terms and will be transferable to third parties. Such licence shall enable the Beneficiary to copy and use the Consultant's Design Documents for an extension of the Works and/or completed Works but shall not include a licence to reproduce the designs contained in them for an extension or duplication of the Works and/or completed Works.
- 3.3 The Consultant shall not be liable for the use by the Beneficiary of any of the Consultant's Design Documents for any purpose other than that for which they were prepared.
- 3.4 The Consultant warrants that the Consultant's Design Documents (except to the extent that duly authorised sub-contractors or sub-consultants are used) are the Consultant's own original work and that in any event their use in connection with the Works and/or the completed Works will not infringe the rights of any third party. The Consultant further warrants that where duly authorised sub-contractors or sub-consultants are used their work will be original and will be covered by the licence granted to the Beneficiary under this clause 3.
- 3.5 The Consultant agrees on reasonable request at any time and following reasonable prior written notice to give to the Beneficiary, or those authorised by the Beneficiary, access to the Consultant's Design Documents and to provide copies (including copy negatives and CAD disks) of the Consultant's Design Documents at the Beneficiary's expense.

- 3.6 The Consultant acknowledges that it is the author (as referred to in the Copyright Designs and Patents Act 1988) of the Consultant's Design Documents and waives any moral rights which it might otherwise be deemed to possess under Chapter IV of such Act in respect of the Consultant's Design Documents and of the Works and/or completed Works.

4 Insurance

4.1 The Consultant:

- (a) warrants that it has taken out at its own cost with authorised insurers lawfully carrying on such insurance business in the United Kingdom a Professional Indemnity insurance policy without unusual or onerous conditions or excesses with limits of indemnity of the types and in amounts not less £[amount] ([amount] pounds) [for any one claim];
- (b) shall maintain such insurance until the expiry of 12 (twelve) years from the date of completion of the Services provided that such insurance remains available generally in the United Kingdom insurance market to consultants specialising in the fields in which the Consultant specialises at commercially reasonable rates and terms to such consultants; and
- (c) as and when reasonably requested to do so by the Beneficiary, shall produce for inspection documentary evidence that such insurance has been effected and/or is being maintained in accordance with this Deed.

- 4.2 Any insurance maintained under clause 4.1 and 4.3 shall be upon customary and usual terms and conditions prevailing for the time being in the insurance market. Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates. The duties and/or obligations contained in this clause 4 shall continue notwithstanding termination of the Appointment, or determination of the Consultant's employment under the Appointment.

- 4.3 The Consultant shall immediately notify the Beneficiary if the insurance referred to in clause 4.1 ceases to be available upon commercially reasonable rates and terms and/or if for any other reason the Consultant is unable to maintain such insurance in which case the Consultant shall take out and maintain a Professional Indemnity insurance policy having the maximum limit of indemnity and the widest cover which is available to the Consultant upon, subject to clause 4.2, commercially reasonable rates and terms and give notice of the same to the Beneficiary.

5 Assignment and Further Collateral Warranties

- 5.1 [Without prejudice to the provisions of clause 8 the] [The] benefit of and the rights on the part of the Beneficiary under this Deed may be assigned without the consent of the Consultant on not more than 2 (two) occasions provided that:

- (a) assignments or charges by way of security, mortgage or pledge to any party providing finance to the Beneficiary and/or any assignments by way of re-assignment on redemption; and/or

- (b) assignments to any subsidiary or holding company of the Beneficiary or another subsidiary of a holding company of the Beneficiary, as 'subsidiary' and 'holding company' are defined in s.1159 Companies Act 2006

shall not count towards such limited number of assignments.

- 5.2 The Consultant shall not contend that any assignee or person who receives the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee or receives the benefit of and the rights on the part of the Beneficiary pursuant to clause 5.1 or not the original beneficiary under this Deed or by reason that the original beneficiary or any intermediate person escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or the Works or that the original beneficiary or any intermediate person has not suffered any or as much loss.

DRAFTING NOTE: THE FOLLOWING TWO CLAUSES WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE EMPLOYER AND FUNDER AS THE EMPLOYER SHALL SO REQUIRE

- 5.3 In clause 5.3 and 5.4:

"Freehold Owner" means the freehold owner and/or landlord of the Site (if not the Employer or Beneficiary);

"Funder" means any person:

- 1 providing finance in connection with the execution of the Works;
- 2 providing finance in connection with the acquisition of the Site or any part of the Site;
- 3 whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works or any part of the Works or the Site or any part of the Site; and/or
- 4 providing finance to any Purchaser and/or Tenant whose interest is secured (whether by charge, sale and leaseback or otherwise) upon the Works;

"Management Company" means any company formed or employed to manage the whole or a significant part of the completed Works;

"Purchaser" means any person having or acquiring a leasehold interest for capital consideration and/or a freehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site;

"Tenant" means any person (other than a Purchaser) having or acquiring a leasehold interest in the whole of the Works or completed Works or a substantial part of the Works or the completed Works or the whole of the Site or a substantial part of the Site.

- 5.4 Within 21 (twenty one) days of the Beneficiary's written request the Consultant shall enter into deeds of collateral warranty in the terms of this Deed (amended as appropriate but excluding clauses 5.3, 5.4 [and 8]) in favour of any Freehold Owner,

Funder, Management Company, Purchaser and/or Tenant and deliver the same duly executed to the Beneficiary.

6 Limitation

- 6.1 The Consultant shall have no liability under clause 2.1 which is greater or of longer duration than it would have had if, in lieu of this Deed, the Beneficiary had been a party to the Appointment as employer, provided that the Consultant shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the Consultant from the Contractor.
- 6.2 The Consultant shall be entitled in any action or proceedings brought by the Beneficiary under clause 2.1 to rely on any limitation of liability in the Appointment and to raise equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have against the Beneficiary if, in lieu of this Deed, the Beneficiary had been a party to the Appointment as employer.

7 Miscellaneous

- 7.1 In this Deed, unless the context otherwise requires:
- (a) the index and headings are included for convenience only and shall not affect the construction or interpretation of this Deed;
 - (b) the singular includes the plural number and vice versa;
 - (c) a gender includes any other gender;
 - (d) a reference to a "person" includes any individual, firm partnership, company and any other body corporate;
 - (e) a reference to a statute, statutory instrument or other subordinate legislation ("**legislation**") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
 - (f) any phrase introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.
- 7.2 The Consultant's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of any documents prepared by the Consultant or provided to the Beneficiary or by any attendance at Site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for the Beneficiary's benefit or on its behalf.
- 7.3 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Consultant including, without limitation, any remedies in negligence and no provisions in this Deed are intended to exclude any obligation or liability which would otherwise be implied whether by statute, the law of contract, tort, equity or otherwise.
- 7.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to

it provided always that this clause 7.4 shall not affect any right or remedy which exists or is available to any person apart from such Act.

- 7.5 Any notice to be given by either party under this Deed shall be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery and any notice sent by facsimile transmission shall be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it shall be deemed to be served on the next working day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45pm on a working day and otherwise on the next working day.
- 7.6 This Deed and the parties' non contractual duties and/or obligations shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction with regard to all matters arising under or in connection with it.

DRAFTING NOTE: THE FOLLOWING CLAUSE WILL ONLY BE INCLUDED IN COLLATERAL WARRANTIES IN FAVOUR OF THE EMPLOYER AND FUNDER AS THE EMPLOYER SHALL SO REQUIRE

8 Step-In Rights

- 8.1 The Consultant will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Appointment or its employment under it or discontinue or suspend the performance of any duties or obligations under the Appointment, without first giving to the Beneficiary not less than twenty-eight days' prior written notice (save that where the Consultant is seeking to exercise a right to suspend the performance of its duties and/or obligations under the Appointment as a result of non-payment or in accordance with s112 of the Housing Grants, Construction and Regeneration Act 1996 the Consultant shall give the Beneficiary written notice of its intention to do so not less than seven days before it serves notice on the Contractor) specifying the Consultant's grounds for doing so and stating the amount (if any) of monies owing to the Consultant under the Appointment. Within twenty-eight days of the notice:
- (a) the Beneficiary may give written notice to the Consultant that the Beneficiary shall become the employer under the Appointment to the exclusion of the Contractor and, upon giving such notice, that will be the case and the Appointment will be and remain in full force and effect (without any discontinuance or suspension) notwithstanding any of the grounds specified in the Consultant's notice under clause 8.1; and
 - (b) if:
 - (i) the Beneficiary has given such notice under clause 8.1(a) and provided the Consultant has properly complied with clause 8.1 then from the date of the Beneficiary's notice under clause 8.1(a); or
 - (ii) the Beneficiary has given notice under clause 8.3 then from the date of that notice;

the Beneficiary will become responsible for all sums properly payable to the Consultant under the Appointment and for the observance and performance of all of the other duties and obligations on the part of the Contractor to be observed and performed under the Appointment accruing due after the service of the Beneficiary's notice and the Beneficiary shall pay the Consultant an amount equal to such sums properly due after the service of the relevant notice within 30 days of the date of such notice provided that the Beneficiary will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Contractor under the Appointment.

- 8.2 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Beneficiary to the Consultant the Beneficiary will not be under any obligation to the Consultant nor will the Consultant have any claim or cause of action against the Beneficiary unless and until the Beneficiary has given written notice to the Consultant under either clause 8.1(a) or clause 8.3.
- 8.3 The Consultant further covenants with the Beneficiary that if requested by the Beneficiary by written notice expressly confirming the Beneficiary's intention to comply with clause 8.1(b) and subject to clause 8.1(b), it will accept the instructions of the Beneficiary to the exclusion of the Contractor in respect of the Works upon the terms and conditions of the Appointment. The Beneficiary shall then become the employer under the Appointment to the exclusion of the Contractor and the Consultant will, if so requested, enter into a novation agreement in order to substitute the Beneficiary for the Contractor under the Appointment.
- 8.4 The Contractor acknowledges that the Consultant will be entitled to rely on a notice given to the Consultant by the Beneficiary under clause 8.3 as conclusive evidence that the Beneficiary is entitled to serve such notice; and that the Consultant shall not be in breach of the Appointment by complying with the obligations imposed on it by this Deed.

[DRAFTING NOTE: IN THE FOLLOWING CLAUSE THE ORDER OF PRIORITY SHALL BE AS FOLLOWS: FUNDER THEN EMPLOYER]

- 8.5 [Where the Consultant has given rights in relation to the Appointment similar to those contained in this clause 8 to any other person then if both the Beneficiary and any such other person serve notice under clause 8.1 or clause 8.3 or its equivalent the notice served by the Beneficiary shall [prevail] [not prevail] [not prevail over any notice served by [Name] but prevail over any notice served by any other person].]
- 8.6 The Beneficiary may by written notice to the Consultant appoint another person to exercise its rights under this clause 8 subject to the Beneficiary remaining liable to the Consultant as guarantor for its appointee in respect of its obligations under this Deed.
- 8.7 Notwithstanding the other provisions of this clause 8, if the Appointment has for any reason been terminated prior to receipt by the Consultant of a notice from the Beneficiary served under clause 8.1(a) or clause 8.3, the Consultant shall on receipt of any such notice from the Beneficiary enter into a new contract with the Beneficiary on the same terms as the Appointment to continue the Works in all respects as if the Appointment had been transferred to the Beneficiary in accordance with the provisions of this clause 8.

- 8.8 Upon payment by the Beneficiary to the Consultant in accordance with clauses 8.1(b) or 8.7 of an amount equal to the relevant sum owing from the Contractor to the Consultant, the Consultant shall assign to the Beneficiary all the Consultant's rights against the Contractor in respect of such unpaid sum and shall pay to the Beneficiary any of the same subsequently received by the Consultant from the Contractor.
- 8.9 The Beneficiary shall not be under any liability to the Consultant unless and until the Beneficiary serves notice upon the Consultant in accordance with clause 8.1(a), 8.3 or 8.7.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

[EXECUTED AS A DEED BY SIGNING PARTIES]

APPENDIX C
Novation Agreement

Dated

20

[CONSULTANT]

(1)

BTS NQ LTD

(2)

DOMIS CONSTRUCTION LIMITED

(3)

NOVATION AGREEMENT

relating to works at land bounded by Soap Street,
Shudehill, High Street and Back Turner Street,
Manchester

BETWEEN:

- (1) **[CONSULTANT]** [(registered number: [NUMBER]) whose registered office is] [of] [ADDRESS] ("**Consultant**");
- (2) **BTS NQ LTD** (registered number: 10785804) whose registered office is Unit 3 Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**Employer**" which expression includes its successors in title); and
- (3) **DOMIS CONSTRUCTION LIMITED** (registered number: 10722270) whose registered office is 840 Birchwood Boulevard, Birchwood, Warrington WA3 7QU ("**Contractor**").

BACKGROUND:

- (A) By a contract dated [DATE] ("**Building Contract**"), the Employer has appointed the Contractor to design and construct the works defined in the Building Contract as "**the Works**" (and which expression has the same meaning in this Deed).
- (B) The Employer has engaged the Consultant under an agreement dated [DATE] ("**Appointment**") to provide the services set out in the Appointment.
- (C) The Contractor wishes to become the employer under the Appointment and the Employer wishes to be discharged from its obligations under the Appointment.

OPERATIVE PROVISIONS

1 Consideration

This Deed is made in consideration of the payment of £1.00 (one pound) by the Employer to the Contractor (receipt of which the Contractor acknowledges) and the Consultant (receipt of which the Consultant acknowledges) and as further set out in this Deed.

2 Novation

2.1 The parties agree that on and from the date of this Deed:

- (a) the Contractor is substituted for the Employer under the Appointment as if the Contractor had originally been party to the Appointment instead of the Employer;
- (b) the Contractor is bound by and shall fulfil, comply with and observe all the provisions of the Appointment and shall enjoy all the rights and benefits of the Employer under the Appointment; and
- (c) the Consultant shall continue to be bound by, fulfil and observe the provisions of the Appointment as if the Contractor had been named originally as a party thereto instead of the Employer.

3 Release and Discharge

- 3.1 In consideration of clause 2 the Employer releases and discharges the Consultant from further performance of the Consultant's obligations under the Appointment provided that the Consultant shall notwithstanding the terms and conditions of this Deed be liable and have obligations to the Employer in respect of the Appointment to the extent that the same are set out under any warranty executed by the Consultant in favour of the Employer.
- 3.2 In consideration of clause 3.1 the Consultant releases and discharges the Employer from any and all claims, actions, proceedings, obligations and liabilities (whether based in negligence or any other form of legal liability) which the Consultant has against or may have against the Employer for events arising prior to, on or subsequent to the date of this Deed and accepts the Contractor in place of the same.

4 Acknowledgment and Warranty

- 4.1 Without limiting the generality of this Deed:
- (a) the Consultant acknowledges that the Contractor is entitled to rely upon the services performed by the Consultant prior to the date of this Deed under the Appointment and the Consultant's performance of the terms and obligations prior to, on, and following the date of this Deed;
 - (b) the Consultant acknowledges and warrants to the Contractor that the Consultant has observed and performed and will continue to observe and perform all the terms and obligations on the part of the Consultant under the Appointment;
 - (c) the Consultant acknowledges that the Contractor is entitled to rely upon the Consultant's designs and that the Contractor may suffer losses as a result of any defect, error or omission in such designs by the Consultant irrespective of whether such defect, error or omission occurred and/or losses were suffered prior to or after the date of this Deed; and
 - (d) without prejudice to clause 2.1(c) and subject to the terms and conditions of the Appointment, the Consultant shall be liable for any loss, damage, cost or expense (including the cost of settling any action) incurred by the Contractor arising from any act, omission or default of the Consultant (whether based in negligence or any other form of legal liability) in the performance of the Appointment prior to the execution of this Deed whether or not such act, omission or default would have caused the Employer to suffer any loss, damage, cost or expense.

5 Fees

The Consultant warrants to the Contractor that the Employer has paid to the Consultant [all fees due under this Appointment to date] [the sum of £[AMOUNT] ([AMOUNT] pounds)], which fees are not repayable by the Contractor to the Employer.

6 Miscellaneous

- 6.1 In this Deed, unless the context otherwise requires:

- (a) the index and headings are included for convenience only and shall not affect the construction or interpretation of this Deed;
 - (b) the singular includes the plural number and vice versa;
 - (c) a gender includes any other gender;
 - (d) a reference to a "person" includes any individual, firm partnership, company and any other body corporate;
 - (e) a reference to a statute, statutory instrument or other subordinate legislation ("**legislation**") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
 - (f) any phrase introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term.
- 6.2 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided always that this clause 6.2 shall not affect any right or remedy which exists or is available to any person apart from such Act.
- 6.3 Any notice to be given by either party under this Deed shall be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery and any notice sent by facsimile transmission shall be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it shall be deemed to be served on the next working day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45pm on a working day and otherwise on the next working day.
- 6.4 This Deed and the parties' non contractual duties and/or obligations shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction with regard to all matters arising under or in connection with it.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

[EXECUTED AS A DEED BY SIGNING PARTIES]



CONTRACT DOCUMENT:

EMPLOYER'S REQUIREMENTS

RELATING TO:

BACK TURNER STREET

We certify that this is a true
copy of its original

TLT LLP - JH419

TLT LLP
3 Hardman Square
Manchester M3 3EB

14 January 2021

FOR:

SALBOY

REFERENCE:

BTS/ERCP/28/10/2020

Employer

NAME:	Simon Ismail
SIGNED:	
DATE:	14 January 2021

Contractor

NAME:	PAUL STOTT
SIGNED:	
DATE:	14 January 2021



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SECTION 1:
SCHEME CRITERIA





SECTION ONE

SCHEME CRITERIA

1.1 Generally

- 1.1.1 The Employer, BTS NQ Limited, wishes to have the design, construction, completion and defects rectification of a part 17 storey (plus roof top plant behind parapet) building, part 6 storey building and the conversion with single storey extension of the existing building at 1 & 3 Back Turner Street to comprise new office accommodation with front of house and commercial floorspace at ground floor, and all associated services and site works”

The scheme has achieved full planning permission (with conditions) and the planning decision notice is in appendix B.

- 1.1.2 The site is currently occupied by two low level buildings which are to be demolished and a 1920s warehouse building which is to have its façade retained.

- 1.1.3 It is intended that the works will be carried out under an amended design and build contract utilising the Design and Build Contract 2016 published by the Joint Contract Tribunal Limited.

- 1.1.4 The Employer envisages the works being completed within 87 weeks of commencement on site. As per the Contract Programme contained within Section 4.

1.2 Employer and Employer’s Consultants

- 1.2.1 The Employer has employed external consultants to his project team for the delivery of this project. Details of the Employer and these consultants are below:

- 1.2.2 Employer
BTS NQ Limited, Unit 3 Birchwood One Business Park Dewhurst Road, Birchwood, Warrington, England, WA3 7GB

- 1.2.3 Employer’s Agent
Artal Ltd, Dalton Place, 29 John Dalton St, Manchester, M2 6DS

- 1.2.4 Employer’s Quantity Surveyor
Artal Ltd, Dalton Place, 29 John Dalton St, Manchester, M2 6DS

- 1.2.5 Architect
Jon Matthews Architects Ltd, 22a City Tower, Piccadilly Plaza, New York St, Manchester, United Kingdom, M1 4BT

- 1.2.6 Structural Engineer
Renaissance Associates Ltd, Carvers Warehouse, 77 Dale Street, Manchester, M1 2HG

- 1.2.7 MEP Engineer
Novo Integration Ltd, Oxford House Oxford Road, Guiseley, Leeds, England, LS20 9AA
- 1.2.8 Fire Engineer
Design Fire Consultants Limited; Suite 1.12, Jactin House, 24 Hood Street,
Manchester, M4 6WX
- 1.2.9 Acoustic Consultant
Hann Tucker Associates Limited; 346 Deansgate, Manchester, M3 4LY
- 1.2.10 Principal Designer
Domis Construction Limited, 840 Birchwood Boulevard, Birchwood, Warrington,
United Kingdom, WA3 7QU

1.3 Description of the Works

- 1.3.1 The project comprises the design, construction and defects rectification of a new office-led development comprising ground plus part 16 storey building, the conversion and single-storey rooftop extension of the existing 1920s warehouse building at 1&3 Back Turner Street to a ground plus basement plus 5 storey building and a ground plus 5 storey building providing commercial space at ground floor level. This along with associated landscaping works. The contractor shall include for all expenses and costs associated with compliance with and resolution of all planning conditions, obtaining Building Regulations Approval and any other Statutory Agreements necessary to complete the works along with all expenses and costs involved with completing the works.

1.4 Design Criteria

- 1.4.1 The design and construction of the Works shall take into account the following criteria:
 - 1.4.1.1 The drawings together with the requirements as set out in this document and other information provided forming the Employer's Requirements and appendices.
- 1.4.2 Full Planning Approval has been granted for the scheme and copies of the approvals have been included within the appendices to this document. The Contractor shall be responsible for resolving all conditions in connection with the planning approval on the Employer's behalf.
- 1.4.3 The Contractor will be responsible for the application for and obtaining of Building Regulations approval including payment of all associated fees and charges. The Contractor shall be responsible for organising and paying for building regulation sign-off.
- 1.4.4 The completed Works are to fully satisfy the Employer's Requirements in respect of their use.

1.5 Contractor's Responsibility

- 1.5.1 It is the Contractor's responsibility to carry out and complete the design and construct the whole of the works in accordance with standard building practice including preparing all drawings and documents necessary to explain his proposals and complete the Works.
- 1.5.2 All matters requiring approval shall be to the entire satisfaction of the Employer and the Employer's Agent. All necessary information so required including calculations, details and samples shall be promptly submitted for all such approvals. A period of two weeks is required for consideration of any such matter and, where this would impact on the contractor's programme, he must allow sufficient lead-in time to implement the effects of such approvals without causing any delays to the works. This two week period will commence at the point the information is received by the Employer's Agent. Any work undertaken without prior issue of full information for the necessary approvals and during the 2 week period for consideration is entirely at the Contractor's risk.
- 1.5.3 Every aspect of the Works is to be carried out in line with the specification, Employer's Requirements and statutory requirements.
- 1.5.4 Any work to adopted roads and sewers shall be defined and agreed with the Local Authority and all necessary notices and permissions shall be obtained.
- 1.5.5 In accordance with the Conditions of Contract, proof of discharge of payment of all fees and charges shall accompany applications for payment of such fees and charges.

1.6 Design Responsibility

- 1.6.1 The Contractor shall note that the whole of the works fall within his design responsibility, including work originally commissioned by the Employer, and he will be required to obtain all statutory approvals and meet any additional requirements set out in the Employers' Requirements.
- 1.6.2 Pursuant to the conditions of contract the Contractor must obtain the Employer's written consent to assigning any part of the contract.
- 1.6.3 The Contractor shall appoint Consultants and specialist sub-contractors as he requires for the design of the works and shall ensure that a collateral warranty in respect of each is provided to the Employer and potential lender/purchaser.
- 1.6.4 Appointment of Jon Matthews Architects, Renaissance Associates and DFC
 - 1.6.4.1 The Employer requests and requires that the pre-tender Architect, Structural Engineer and Fire Engineer should be retained and appointed by the Building Contractor to continue and complete any necessary design work required.
 - 1.6.4.2 Post-novation consultants fees are to be paid by the contractor as part of the Contract Sum.

- 1.6.4.3 These bodies shall be novated to the Contractor in accordance with the novation agreement included within the Design and Build Contract.

1.7 Planning

- 1.7.1 The proposed development has planning consent. A copy of the planning consent is listed and included in Appendix B of the Employers Requirements. The consents list out the approved drawings and supporting documents all of which have been made available to the Contractor and additional copies remain available on request.
- 1.7.2 It is the Contractor's responsibility to comply with all requirements and conditions of the Planning Approval including payment of any additional fees, costs and charges in connection with obtaining unconditional approval for the development. Compliance with and agreement of any reserved and/or conditional matters shall be the Contractor's responsibility and shall be deemed to be included in the Employer's Requirements and Contractor's Proposals, save as for any changes to the Contract Drawings or Specifications as a result of LPA response to the submission.
- 1.7.3 Should the Contractor require any amendment to the approved Planning permission he must obtain the approval of the Employer for any such proposed changes prior to submission to the planning authority. The Contractor shall be responsible for obtaining approval to any amendment from the planning authority and all costs associated with such amendments, compliance with the planning consent and any subsequent revision thereto shall be borne by the Contractor.
- 1.7.4 The Contractor shall provide the Employer with written confirmation from the planning authority of all respective discharge of conditions and any subsequent amendments or further clarifications to the Planning Consent before practical completion will be granted.

1.8 Building Control

- 1.8.1 The Contractor shall liaise as necessary with Building Control; and will be responsible for providing all drawings, calculations, statements and the like to facilitate obtaining Building Regulations and other related approvals .
- 1.8.2 The Building Regulations fees both for deposit of plans and for inspections shall be paid by the contractor and included in the Contract Sum.
- 1.8.3 No adjustment will be allowed to the Contract Sum, for any costs of whatever nature incurred in conforming to the requirements of the Building Regulations in force or promulgated at the date of tender or the interpretation of those regulations by the responsible officers to the Local Authority. The Contractor is advised to obtain preliminary opinion from the Building Regulations Officer for any design proposals.
- 1.8.4 Any delay arising from obtaining approval for works will not give rise to adjustment of the Contract Sum or Date for Completion.

1.8.5 The Contractor, on receipt of Building Regulation approval, shall pass to the Employer the notice of approval together with the approved documents. The Contractor should retain copies of those documents for his own reference.

1.8.6 The Contractor shall facilitate and provide the Employer with a Completion of Building Regulation Work certificate in respect of the works and each individual dwelling no later than Practical Completion.

1.9 Fire Regulations

1.9.1 The Contractor must satisfy himself that the works comply with the requirements and recommendations of the Local Fire Officer. The Contractor shall include for all associated costs and fees and shall provide the Employer with a copy of any report or notice of approval. No adjustment to the Contract Sum will be allowed for costs arising from satisfying these requirements. NB: Save for sole following exception: the contract sum analysis excludes a standby generator – if a standby generator is required the cost will be in addition to the Contract Sum by way of a Contract Instruction.

1.10 Building Warranty Insurance

1.10.1 The Employer requires that the development is completed with the benefit of Latent Defects Policy.

1.10.2 The Contractor shall ensure that the whole of the works comply with the minimum requirements of the policy provider, liaise and co-operate with the inspector and facilitate Insurance Certification and Completion Certificates for each of the apartments and any communal parts. The Contractor shall make allowance in his programming for the completion and signing off of all Warranty certification which will be required as a precondition to practical completion.

1.10.3 The Contractor is required to be a registered builder and is to include for costs and fees associated with inspections, facilitating completion certificates and any remedial or additional works necessary to comply with any notices following inspections by the warranty provider's representatives.

1.10.4 The Contractor shall note that the rectification period shall be twelve months from Practical Completion.

1.11 Adopted Roads and Sewers

1.11.1 The Contractor will be responsible for provision of temporary and permanent vehicular access, services, drainage and all associated connections, reinstatement, etc serving the site.

1.11.2 Any work to roads and sewers shall be defined and agreed with the Local Authority and relevant statutory authorities and all necessary notices, licences and permissions shall be obtained.

1.12 Design Costs, Statutory Fees and Licensing Fees

1.12.1 It is envisaged that the Contractor will require road closure and hoarding permits.

1.12.2 The Contractor will be responsible for applying for and obtaining any necessary notices and approval for road and footpath closures, for carrying out the works and take due account of such within his overall programme.

1.13.1.1 Party Wall Act

1.13.1 The serving of all Party Wall Notices together with associated time and cost implications must be borne by the Contractor. NB: All works in association with the costs of Party walls and oversailing are excluded from the contract sum.

1.13.2 Where any temporary works or means of access affecting the boundaries and/or adjoining owners are required by the Contractor in carrying out the works all such costs shall be borne by the Contractor and shall be deemed to be included in the Contract Sum.

1.14 Environment Policy

1.14.1 The Contractor shall provide the Employer with a copy of his environmental policy and shall comply with all current rules/regulations/law applicable to the protection of the environment, pollution control and waste management requirements.

1.15 Report on Title

1.15.1 A copy of the Title Notes document is available on request.

1.16 Contract Documents

1.16.1 The Contract Documents will comprise of the Employers Requirements and the Contractor's Proposals, together with all appendices, listed drawings and the Design and Build form of contract.

1.17 Contractor's Proposals

1.17.1 As per section 12 below.

1.18 Collateral Warranties

1.18.1 Refer to the Building Contract.

SECTION 2:
PRELIMINARIES





SECTION TWO

PRELIMINARIES

A10 PROJECT PARTICULARS

110 THE PROJECT:

Name: Back Turner Street

Nature: Design, construction and defects rectification of a new office-led development comprising ground plus part 16 storey building, the conversion and single-storey rooftop extension of the existing 1920s warehouse building at 1&3 Back Turner Street to a ground plus basement plus 5 storey building and a ground plus 5 storey building providing commercial space at ground floor level

Location: Back Turner Street, Northern Quarter, Manchester

Timescale for completion of the construction work: 87 Weeks.

120 EMPLOYER (CLIENT):

BTS NQ Limited
Unit 3 Birchwood One Business Park
Dewhurst Road
Warrington
WA3 7GB

130 THE PRINCIPAL CONTRACTOR and PRINCIPAL DESIGNER:

Domis Construction Limited
Unit 2 Block C
14 Hulme Street
Salford
M5 4ZG

201 ARCHITECT:

Jon Matthews Architects
22a City Tower
Piccadilly Plaza
New York Street
Manchester
M1 4BT

206 EMPLOYER'S AGENT: (hereinafter referred to as 'CA'):

Artal
XYZ Building
Spinningfields
Manchester
M3 3AQ

A11 TENDER AND CONTRACT DOCUMENTS

- 110 THE TENDER DRAWINGS: shall be the Employer's Requirements drawings as listed in Appendix D.
- 120 THE CONTRACT DRAWINGS: shall be the Employer's Requirements drawings and the Contractor's Proposals drawings as listed in Appendix D
- 160 PRE-CONSTRUCTION HEALTH AND SAFETY INFORMATION: The contractor has confirmed receipt of all Pre Construction Information. As a result of the ongoing negotiation pre-contract to the point of Contract the contractor has confirmed that he is aware of all residual risks.
- 210 EMPLOYER'S REQUIREMENTS: shall mean this document together with other documents and drawings referred to herein. The Contractor is to comply fully with the documents as a whole, including compliance with planning consent and the associated documentation.
- 211 SPECIFICATION OF WORKS, MATERIALS, FIXTURES AND FITTINGS: referred to elsewhere in these Employer's Requirements and within the Contractor's Proposals including the Development Specification as contained within Section 11 and the NBS contained within Appendix F.

A12 THE SITE/EXISTING BUILDINGS

- 110 THE SITE: is bounded by Back Turner Street, Soap Street and High Street.
- 120 THE EXISTING BUILDING(S): The site contains two existing commercial units which are to be demolished, as well as an existing 1920's warehouse which is to be retained.
- 121 DEMOLITION: As 120 above.
- 140 EXISTING MAINS/SERVICES: Details of existing services on and around the site are provided within Appendix G. The Contractor shall be responsible for ascertaining the accuracy of existing mains / services information and establishing the exact nature of the existing services on and around the site.
- 170 SITE INVESTIGATION: The Contractor will be required to undertake any investigations and surveys deemed necessary for the proper design and execution of the Works:
The Contractor is responsible for all costs incurred in any additional site surveys and investigation works necessary. No claims arising from failure to carry out such surveys or investigations will be admitted.
The Contractor is to undertake all necessary investigations and tests to satisfy himself as to the nature of the ground, the bearing pressures and the required foundation design for the development.
The Contractor is to ascertain water levels as no increase in the contract sum will be allowed for any variation or their failure to do so.
Details of all ground investigations carried out by the Contractor and copies of all soil reports produced, together with recommendations shall be passed to the Employer as soon as available.

- 180 HEALTH AND SAFETY FILE for the site/building is not available.
- 220 ACCESS TO THE SITE: The site is accessible from the boundary roads; the contractor is to provide a site and traffic management plan for review and approval by the Employer. The contractor will be responsible for agreeing this strategy with the local authority.
- 210 PARKING It is expected that due to the site constraints that no parking will be available on site; however this is the contractor's discretion and subject to agreement with the Local Authority.
- 220 USE OF THE SITE: do not use the site for any purpose other than carrying out the Works.
- 230 SURROUNDING LAND/BUILDING USES: Residential and commercial uses - the Contractors attention is drawn to this and shall not cause a nuisance thereto.
- 240 HEALTH AND SAFETY HAZARDS: the nature and condition of the site cannot be fully and certainly ascertained. Do not make assumptions and consult with the Employers Agent and Principal Designer prior to any work.

The accuracy of any information provided by the Employer and/or CA is not guaranteed and the Contractor must ascertain for himself and the Employer any additional information required to ensure the safety of all persons and the Works.

Draw 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: Prior to contract, ascertain the nature of the site, access there to and all local conditions and restrictions likely to affect the execution of the Works.

A13 DESCRIPTION OF THE WORK

- 110 PREPARATORY WORK BY OTHERS
N/a

- 120 THE WORK: the Design, Supply and Construction of all aspects of works, in accordance with current statutory requirements, Eurocodes or relevant British Standards and Codes of Practice, incorporating all features of good design, building practice and standards of workmanship and materials, including associated external works, drainage and incoming services as necessary.

A20 JCT DESIGN AND BUILD CONTRACT

- 221 DESIGN AND BUILD CONTRACT
= Refer to separate document prepared by TLT Solicitors

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.

150 CONTRACTOR WARRANTIES

- In accordance with the requirements included within the Building Contract.

155 COLLATERAL WARRANTY

- In accordance with the requirements included within the Building Contract.

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 3 months.
- Date for possession/ commencement: See section A20.

195 CONTRACTOR'S DESIGN

- Scope: Undertake and take full responsibility for the design of the whole of the Works.
- Drawings and supporting documentation: Submit with tender.

PRICING / SUBMISSION OF DOCUMENTS

210 PRELIMINARIES IN THE SPECIFICATION

- Measurement rules: Preliminaries/ General Conditions have not been prepared in accordance with SMM7/NRM.

220 PRICING OF PRELIMINARIES

- Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.

240 PRICING OF PERFORMANCE SPECIFIED WORK

- Scope: Tenders must include for all associated and ancillary work shown or clearly apparent as being necessary to meet the requirements for the Performance Specified Work and its completion and proper integration with the Works generally; including requirements identified within appendices to the Employer's Requirements.
- Quantities: Where provided, these are indicative only.

- Price: Deemed to include for all costs. Errors in measurement or calculation will be the Contractor's responsibility.
- 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 the tender.
- 300 QUANTITIES IN THE PRICED DOCUMENT
- Quantities: Where included in the priced document, these have been prepared in accordance with SMM7/NRM only where and to the extent stated.
 - Other items, descriptions and measurements not prepared in accordance with SMM7/NRM: 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.
- 350 PC AND PROVISIONAL SUMS
- Contractor's overheads (including preliminaries / site management costs) and profit on PC Sums: Included in the pricing document.
 - Contractor's overheads (including preliminaries / site management costs) and profit on Provisional Sums: Included in the pricing document
 - Provisional sums and items: Included in the pricing document.
- 440 CONTRACT SUM ANALYSIS
- Content of the Analysis: A breakdown of the Contract Sum in the form and minimum content included herein – the agreed Overheads and Profit level is to be stated.
 - Fully priced copy: 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, including drawing issue. Itemise any work which is excluded.
 - Submit: with the tender.
- 490 INFORMATION RELEASE SCHEDULE
- Compatibility with programme: At the same time as submitting the proposed programme or summary, confirm that it is compatible with the Information Release Schedule.
 - Alternative proposals: If any part of the programme is not compatible with the Schedule submit alternative proposals and reasons for varying the times for release of information.
- 500 TENDER STAGE METHOD STATEMENTS
- Method statements: Prepare, describing how and when the following is to be carried out: any specific works as requested by the Principal Designer.

510 ALTERNATIVE METHOD TENDERS

- General: In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction/ installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- Alternative tenders: Such alternatives will be deemed to be alternative tenders and each must include a complete and precise statement of the effects on cost and programme.
- Safety method statement: Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- Full technical data: Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- Submit: with tender.

515 ALTERNATIVE TIME TENDERS

- General: In addition to and at the same time as tendering based upon the date or period specified in section A20, an alternative tender based upon a different date for completion or period may be submitted.
- Date for completion: If any such tender is accepted the date for completion inserted in the Contract will be the date stated in the alternative tender or determined from the period stated in the alternative tender.

520 DESIGN DOCUMENTS

- Scope: Include the following in the Contractor's Proposals:
 - Design drawings: as listed herein
 - Technical information: as listed herein

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: within 1 week of request.

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 1 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.

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: within 1 week of request.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

- 110 DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below 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 1192-5.

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.
- Manufacturer's guarantees: If substitution is accepted, submit before ordering products.

240 SUBSTITUTION OF STANDARDS

- Products specified to British Standard or European Standard: Substitution may be proposed of products 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 proposals.
- 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 DRAWINGS: Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.

435 ADDITIONAL COPIES OF EMPLOYERS REQUIREMENTS: After execution of the Contract, one copy of the Employers Requirements will be issued to the Contractor in accordance with the Contract. Additional copies will be issued on request, if available, but will be charged to the Contractor.

440 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

465 THE EMPLOYER'S REQUIREMENTS: All sections of the Employer's Requirements must be read in conjunction with the Main Contract Preliminaries/General Conditions and the JCT Contract.

DOCUMENTS PROVIDED BY CONTRACTOR / SUBCONTRACTORS / SUPPLIERS

510 DESIGN AND PRODUCTION INFORMATION

- General: Complete the design and detailing of the Works as specified.
- Provide:
 - Production information based on the drawings, specification and other information.

- Liaison to ensure coordination of the work with related building elements and services.
 - Master programme: Make reasonable allowance for completing design/ production information, submission (including to the Principal Designer), comment, inspection, amendment, resubmission and reinspection.
 - Design/ production information: Submit two copies, one can be returned with comments. Ensure that any necessary amendments are made without delay.
 - Contractor's changes to Employer's Requirements: Support request for substitution or change with all relevant information.
 - Employer's amendments to Employer's Requirements: If considered to involve a change, which has not already been acknowledged as a change, 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.
 - Final version of design/ production information: Submit one copy.
- 620 AS BUILT DRAWINGS AND INFORMATION: must be provided to the CA not less than 2 weeks before Practical Completion. As part of the O & M Manuals and 'Health and Safety File', three sets of the following drawings must be provided:
- Site layouts detailing building, roads, footpaths, footways and accesses, hard and soft landscape areas - Scale 1:100.
 - A schedule of the gross and nett floor areas for the scheme.
 - Road and parking construction details, sections and specification - Scale - as appropriate.
 - Foul and surface water drainage including pipe sizes, types and bedding soakaways, invert and manhole cover levels on the main sewer - Scale 1:100.
 - Positions, routes and depths of external gas, water, electricity and telecom services, together with appropriate specification information - Scale 1:100.
 - Plans, sections and elevations of all the buildings fully dimensioned and annotated - Scale 1:50/1:100.
 - Mechanical and electrical installation drawings and diagrams - Scale - as appropriate.
- 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 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: to be provided in Home Information Packs.
 - Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: to be 24 hours, seven days a week for plumbing, heating and electrical faults.
- 693 BUILDING REGULATION/FIRE OFFICERS APPROVALS: The Contractor shall provide to the Employers Agent all original copies of all Building Regulation/Fire officers Approvals as soon as they are available and not less than 2 weeks before Practical Completion. The Contractor shall obtain notification from the appropriate Authorities that the work has been completed in accordance with the above approvals and to the satisfaction of the monitoring authority.

694 HEALTH AND SAFETY FILE: The Contractor shall provide to the Employer the Health and Safety file and all other information required under the CDM Regulations. The file shall be provided to the Principal Designer via the Employer's Agent not less than 2 weeks before Practical Completion (Refer Clause A12/200).

695 METHOD STATEMENT: As soon as possible and before commencement on site, provide a method statement describing how he will both complete the design for the works and carry out and complete the construction of the works to meet the Employer's Requirements. In addition to any further information, the Method Statement shall describe the following:

- Persons and/or firms appointed by the Contractor to complete the design for the works
- Method of ensuring co-ordination and quality control of design information.
- Construction methods and techniques on site.
- Construction methods and techniques off site.
- Arrangements for securing adequate supplies of labour, materials goods and services.
- The Contractor's management structure both on and off site identifying lines of communication and responsibility of the principle staff.
- Details of the intended person-in-charge and the relevant Contract Manager, together with their Curriculum Vitae (These persons are not to be removed from the works without the written consent of the Employer).
- A statement of management procedures for both the design for the works and the construction of the works.
- The Contractor is to provide continuous supervision of the works by a competent person to ensure that all operations are excited carefully and that materials which have been or are to be salvaged are not damaged during removals from the existing works or whilst stored on site.
- The Contractor is to be fully responsible for the co-ordination of all building operations, particularly with regard to services installations and including the co-ordination of other trades (eg. finishings) to suit the execution and commissioning of those installations.

A32 MANAGEMENT OF THE WORKS

GENERALLY

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

120 INSURANCE: Before starting work on site submit documentary evidence and/or policies and payment of premium receipts for the insurance required by the Conditions of Contract. Further proof of payment maybe required throughout the duration of the works and is to be made available upon request.

130 INSURANCE CLAIMS: 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, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.

140 CLIMATIC CONDITIONS: Keep an accurate record of:
Daily maximum and minimum air temperatures (including overnight).
Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.

150 OWNERSHIP: Materials arising from the alteration work are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

PROGRAMME/PROGRESS

211 PROGRAMME:

As soon as possible and before starting work on site prepare in an approved form a master programme for the Works, which must make allowance for:

- Design and production information provided by the Contractor/Subcontractors/Suppliers, including inspection and checking (see A31)
- Planning and mobilisation by the Contractor
- 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 A54)
- Work by or on behalf of the Employer and concurrent with the Contract (see 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.

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 from his programme and confirm this when submitting the programme.

Submit two copies of the master programme in advance of commencing works on site.

220 THE PROGRAMME must show earliest and latest start and finish dates for each activity, and identify all critical activities.

230 SUBMISSION OF PROGRAMMES will not relieve the Contractor of his responsibility to advise the CA of the need for further drawings or details or instructions in accordance with the Conditions of Contract.

240 COMMENCEMENT OF WORK: Inform the CA at least ten working days before the proposed date for commencement of work on site.

250 MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

If and whenever it becomes reasonably apparent that the progress of the works is being or is likely to be delayed, the contractor shall submit to the Employer a revised programme showing the amendments he proposes to make to the original programme to ensure completion of the works by the date for completion.

Submit to the Employers Agent on a weekly basis a statement of the numbers and trades of the operations on site.

- 253 WORKS BY STATUTORY AUTHORITIES: The Contractor is to include for arrangements with Statutory Authorities regarding the time for commencement of their work on site or for the manufacture, delivery and installation of their goods and materials as appropriate to achieve planned completion dates, completely co-ordinating their work with other trades continually monitoring progress to ensure such dates are achieved, obtaining from them particulars of trenches holes, mortices, chases, recesses, fixing and the like and supplying them with all dimensions of other information required for the proper execution of the works.
- 260 CA'S SITE MEETINGS:
The CA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly, but shall be more frequent where the programme dictates.
Ensure the availability of accommodation at the time of such meetings.
Attend all meetings and inform subcontractors and suppliers when their presence is required. A director of George Leigh Ltd will attend all meetings
The CA will chair the meetings and take and distribute minutes.
- 266 CONTRACTOR'S PROGRESS REPORT: Submit a progress report to the CA two days prior to each CA's site meeting. 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.
 - Schedule of any requirements for further drawings, details, information or instructions with dates required to achieve the required programme and completion of the works.
 - Details of subcontractors procured.
 - Health and Safety Report.
- 270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 280 PHOTOGRAPHS: Provide colour digital progress photographs marked with the date and location from agreed points at weekly intervals throughout the duration and on completion of the project and submit electronically to the Employer's Agent on a regular basis.
- 290 NOTICE OF COMPLETION: Give CA at least four weeks notice of the anticipated dates of Practical Completion of the whole or parts of the Works.
- 300 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.
- 310 EXTENSIONS OF TIME: When a notice of the cause of any 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. The Contractor shall, as soon as possible, submit to the Employers Agent:
- Relevant particulars of the expected effects, if appropriate related to the concurrent causes.
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and

- All other relevant information required by the Employers Agent

320 DISTURBANCE OF REGULAR PROGRESS: Any application under the Contract in respect of direct loss and/or expense, must be made as soon as practicable and with (or to be followed by) the requisite supporting information so as to afford the Employers Agent the opportunity to issue instructions designed (according to the circumstances) to minimise or avoid that loss and/or expense.

CONTROL OF COST

410 CASH FLOW FORECAST: As soon as possible and before starting work on site submit to the CA a forecast showing the gross valuation of the Works at the date of each Interim Payment throughout the Contract period and based upon the programme for the Works.

440 MEASUREMENTS: Give reasonable notice to the CA before covering up work which the CA requires to be measured.

450 DAYWORK VOUCHERS: Give reasonable notice to the CA of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered, each voucher must be:

Referenced to the instruction under which the work is authorised, and

Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.

462 INTERIM PAYMENTS: On the date of each established Stage or Period for interim payments submit to the CA, a detailed application for amounts due under the Contract with all necessary supporting information.

472 UNFIXED MATERIALS: At the time of each valuation supply to the CA details of unfixed materials and goods on site that are free from, and 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. When requested provide evidence of freedom from reservation of title.

480 LABOUR AND PLANT RETURNS: At the beginning of each week provide for verification by the Employers Agent records showing for each day of the previous week:

- 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 plant employed on the Works .

A33 QUALITY STANDARDS/CONTROL

MATERIALS AND WORK GENERALLY

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 Contract.

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 GENERAL QUALITY OF PRODUCTS:

Products to be new unless otherwise specified.

- For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable ensure consistency of supply from the same source.
- Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition

133 PROPRIETARY PRODUCTS:

Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if these conflict with any other specified requirement. Submit copies to CA when requested.

Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise stated.

The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at the date of tender.

Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.

Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

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 CHECKING COMPLIANCE OF PRODUCTS: Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
 - All accessories and fixings which should be supplied with the goods have been supplied.
 - Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
 - The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
 - The products are clean, undamaged and otherwise in good condition.
 - Products which have a limited shelf life are not out of date.
- 155 PROTECTION OF PRODUCTS:
- Prevent over-stressing, distortion and any other type of physical damage.
 - Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
 - Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
 - Prevent excessively high or low temperatures and rapid changes of temperature in the products.
 - Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
 - Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
 - Keep different types and grades of products separately and adequately identified.
 - So far as possible keep products in their original wrappings, packing or containers, until immediately before they are used.
 - Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
 - Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.
- 160 SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:
- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
 - All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
 - The environmental conditions are suitable, particularly that the building is suitably weather tight when internal components, services and finishes are installed.
- 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.
- 175 **GENERAL QUALITY OF WORKMANSHIP:**
 Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
 Inspect components and products carefully before fixing or using and reject any which are defective.
 Fix or lay securely, accurately and in alignment.
 Select fixing and jointing methods and types, sizes and spacings of fastenings to comply with relevant British Standards.
 Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not overtighten fixings.
 Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
 Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.
- 180 **WATER FOR THE WORKS:** Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability, including compliance with BS EN 1008 if necessary.

SAMPLES/APPROVALS

- 210 **SAMPLES:** Provide samples of materials and finished work prior to incorporation into the work and at a point within the contract period which will allow the Employers Agent to inspect the samples in good, clean condition on site for comparison with the works. Obtain approval of the sample before proceeding with the Works. Retain approved sample in good, clean condition on site. Ensure that the relevant works match the approved sample. Remove samples which are not part of the finished Works when no longer required.
- 220 **APPROVAL OF PRODUCTS:** Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Submit a sample or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.
- 240 **APPROVALS:** Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms 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.

ACCURACY/SETTING OUT GENERALLY

320 SETTING OUT

- General: Submit details of methods and equipment to be used in setting out the Works.
- Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- Inform: When complete and before commencing construction.

335 APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.

Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

360 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, bench marks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on Completion.

SERVICES GENERALLY

410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

420 WATER REGULATIONS/BYELAWS NOTIFICATION: Notify the Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. Allow adequate time to receive the Undertaker's consent before starting work. Inform the CA 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 to the CA (and where required also 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 contained in the Home Information Pack and a copy included in the Health and Safety File.

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: To be contained in the Home Information Pack and a copy included in the Health and Safety File.

450 MECHANICAL AND ELECTRICAL SERVICES must have final tests and commissioning carried out so that they are in full working order at Practical Completion. All installations are to be fully compliant with the IEE Regulations in the case of electrical installations.

455 SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.

SUPERVISION/INSPECTION/DEFECTIVE WORK

510 SUPERVISION: 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.

520 CO-ORDINATION OF ENGINEERING SERVICES: The 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 services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence relating to the staff concerned.

525 PERSON-IN-CHARGE: Give maximum possible notice to CA before changing the person-in-charge.

530 OVERTIME WORKING: Whenever overtime is to be worked, give CA not less than 48 hours notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

550 ACCESS FOR INSPECTION: Give CA not less than 48 hours notice before removing scaffolding or other facilities for access.

560 TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On

the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

565 TEST CERTIFICATES: Submit a copy of each certificate to CA as soon as practicable and keep copies of all certificates on site.

580 CONTINUITY OF THERMAL INSULATION

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
 - The address of the premises.
 - The Contractor's name and address.
 - The name, qualification and signature of the competent person responsible for checking compliance.
 - The date on which the installation was checked.
- Submit: Before completion of the Works.
- Copy: To be included in the Building Manual.

590 RESISTANCE TO PASSAGE OF SOUND

- Method: Contractor to confirm.
- Compliance: The results of testing or notification of use of Robust Standard Details must be submitted in accordance with the Regulations.
- Copies: Incorporate in the Building Manual/ Home Information Packs.

595 ENERGY PERFORMANCE CERTIFICATE

- Assessment: UK Standard Assessment Procedure (SAP).
- Type: Dwelling and commercial.
- Format: Provide evidence of calculations and compliance with the Regulations and incorporate into Building Manual/Home Information Packs.

610 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS:

As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract or appear that they may not be in accordance submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

Such proposals may be unacceptable to the CA and contrary instructions may be issued.

620 MEASURES TO ESTABLISH ACCEPTABILITY: 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, and
will not be considered as grounds for extension of time.

630 QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:

Identification of the element, item, batch or lot including location in the Works.
The nature and dates of inspections by the Contractor or CA, tests and approvals.
The nature and extent of any nonconforming work found.
Details of any corrective action.

WORK AT OR AFTER COMPLETION

- 710 **GENERALLY BEFORE COMPLETION:**
Make good all damage consequent upon the work.
Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
Adjust, ease and lubricate moving parts of new works as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 720 **SECURITY AT COMPLETION:** Leave the Works secure with all accesses closed and locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.
- 722 **COMPLETION AND HANDOVER PROCEDURE:** The Contractor is to note that Practical Completion will not be granted by the Employer until all aspects of the Pre-conditions to Practical Completion have been completed by the Contractor to the satisfaction of the Employer's Agent. It shall be the Contractors responsibility to prepare a handover programme for the Works and submit to the Employers Agent no later than 4 weeks prior to the Contractor offering each area for snag inspection.
- 725 **COMPLETION AND HANDOVER: WORK REQUIREMENTS:** Before the Works are taken into possession, the following works must be completed to the Employers Agent satisfaction:
- All listed defects must be completed
 - All pre-conditions to Practical Completion must be completed
 - All services must be operational
 - All mechanical and electrical equipment must be tested and fully commissioned and all certificates and operating manuals provided
 - All immediate external works must be completed, ensuring a safe and clear access for pedestrians and vehicles
 - All drainage must be fully cleaned, checked, rodded and tested
 - High quality final clean
 - Keys handed to Employers Agent
- 728 **COMPLETION AND HANDOVER: DOCUMENTS:** Refer to Section A37 Operation and Maintenance of Building, and Appendix H for the PC checklist
- 730 **MAKING GOOD DEFECTS:** Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

- The Contractor shall note the following particular requirements for the rectification of defects as they become apparent and are notified to the contractor and shall attend to and rectify the defects as in accordance with the requirements included within the Building Contract.

745 TESTING DRAINS: All drains from the WC and waste connections to the main sewer and including the drainage of any phased section, must be tested and passed by the Local Authority. All completed tests, etc. must have written confirmation from the contractor to the Employer's Agent.

A34 SECURITY/SAFETY/PROTECTION

GENERALLY

110 PRE-CONSTRUCTION INFORMATION has been collated as a separate document by the Principal Designer and is contained within Appendix C

114 CONSTRUCTION HAZARDS arising from the design of the project will be identified in the Pre-Construction Information.

117 HEALTH HAZARDS arising from the specified construction materials will be identified in the Pre-Construction Information. Common place hazards which should be controlled by good management and good site practices will not be listed.

125 HSE APPROVED CODES OF PRACTICE: Comply with the following:
Management of health and safety at work.
Managing construction for health and safety.

140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN must be submitted to the CA not less than two weeks before the proposed date for start of construction work. 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 CDM Regulation 15(4).

150 SECURITY: Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

160 STABILITY: Accept responsibility for the stability and structural integrity of the Works during the Contract, consider design loads, support as necessary and prevent overloading.

170 OCCUPIED PREMISES: Adjoining properties will be occupied and/or used during the Contract. Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users.

210 EMPLOYER'S REPRESENTATIVES SITE VISITS: Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site.

PROTECT AGAINST THE FOLLOWING:

- 310 EXPLOSIVES: Use not permitted.
- 330 NOISE CONTROL: Comply generally with the recommendations of BS 5228: Part 1, clause 9.3 for minimising noise levels during the execution of the Works.
Noise levels from the works shall be a maximum level of 85dB(A) measured at the site boundary.
Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
Give CA at least 48 hours notice of dates and times of any particularly noisy operations.
Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.
- 340 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and the CA without delay and provide them with all relevant information.
- 351 PESTICIDES: Use only where specified or approved, and then only suitable products as listed in the UK Pesticide Guide.
Where work is near water, drainage ditches or land drains, must comply with the 'Guidelines for the use of herbicides on weeds in or near water courses and lakes'.
Observe all precautions recommended by the manufacturer and remove containers from site immediately they have been emptied or are no longer required.
Operatives must hold a BASIS Certificate of Competence, or work under the supervision of a Certificate holder.
- 360 NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes. Prevent hazardous build of surface water on site, in excavations and surrounding areas and roads.
- 370 ASBESTOS BASED MATERIALS: Report immediately to the CA any suspected asbestos based materials discovered during execution of the works. Do not disturb such materials. Agree with the CA methods for safe removal or encapsulation.
- 375 ANTIQUITIES
- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.
 - Preservation: Keep objects in the exact position and condition in which they were found.
- 380 FIRE PREVENTION: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. 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 will not be permitted on the site except in external designated areas which must be carefully controlled, equipped with fire fighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire.

- 400 BURNING ON SITE of any materials will not be permitted.
- 410 MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly, control the drying out and humidity of the Works and the application of heat to prevent:
Blistering and failure of adhesion.
Damage due to trapped moisture.
Excessive movement.
- 420 INFECTED TIMBER: Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.
- 430 WASTE: Remove rubbish, debris, surplus material and spoil regularly and frequently from site and keep the site and Works clean and tidy.
Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.
Retain all waste transfer documentation on site.
- 440 ELECTROMAGNETIC INTERFERENCE: Take all necessary precautions to avoid excessive electromagnetic disturbance to apparatus outside the site.
- 450 LASER EQUIPMENT: Install, use and store construction laser equipment in accordance with BS EN 60825-1 and the manufacturer's instructions.
Use either Class 1 or Class 2 laser equipment ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path.
The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the CA and subject to the submission of a method statement on its safe use.

PROTECT THE FOLLOWING:

- 505 WORK IN ALL SECTIONS: Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 510 EXISTING SERVICES: Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
Observe service authority's recommendations for work adjacent to existing services.
Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or other owners.
Identify services below ground using signboards, giving the type and depth; services above ground using headroom markers. Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.

- 520 **ROADS AND FOOTPATHS:** Adequately maintain roads, access roads, carpark and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads, access roads, carpark and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Contractor to bear any costs arising.
- 530 **EXISTING TOPSOIL/SUBSOIL:** Protect existing topsoil and subsoil from over compaction 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. Before starting work submit proposals for protective measures. Agree extent of reinstatement with the CA and bear any costs arising.
- 540 **RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:** Adequately protect, prevent damage and preserve, except those which are to be removed.
Replace to approval or treat as instructed any species or areas damaged or removed without approval.
Mature trees and shrubs which, due to the Contractor's negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor's expense.
- 550 **RETAINED TREES:** Unless agreed otherwise by the CA, do not:
- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within 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 area 3 m beyond the branch spread.
The Contractor is referred to the respective condition in the planning consent and shall include for complying with such requirements.
- 560 **EXISTING FEATURES:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.
- 570 **ADJOINING PROPERTY:** Prevent trespass of workpeople and take all reasonable precautions to prevent damage to adjoining properties. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property. Pay all charges and remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.
- 580 **EXISTING STRUCTURES:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary. Provide and maintain during the execution of the Works all incidental shoring, strutting, needling and other supports as

may be necessary to preserve the stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.

Support existing structure as necessary during cutting of new openings or replacement of structural parts.

Do not remove supports until new work is strong enough to support the existing structure.

Prevent overstressing of completed work when removing supports.

Monitor adjacent structures and immediately reports excessive movement.

Comply with BS 5975.

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

110 SCOPE: 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: There are no specific requirements on the method or sequence of work except any referred to in the Health and Safety Plan.

140 ACCESS TO THE SITE: See section A12.

150 USE OF THE SITE: See section A12.

155 SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors.

170 WORKING HOURS: Specific limitations:

- as may be required by the local authority
- normal site operational hours of 0800 to 1800 Monday to Friday
- prior notification to be given to the CA of operations of any nature proposed outside the above normal hours.

210 COMPLETION IN SECTIONS OR PARTS: Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its completion, depend for its adequate functioning on work located elsewhere on the site, complete such other work in time to permit such possession to take place.

During execution of the remainder of the Works ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

A36 FACILITIES/TEMPORARY WORK/SERVICES

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES: Inform CA of the intended siting of all spoil heaps, temporary works and services. Maintain, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

ACCOMMODATION

- 200 TEMPORARY ACCOMMODATION: Provide and maintain for the duration of the works suitable temporary site accommodation and facilities for the use of the Contractor and his subcontractors to carry out the works. Siting of the Contractor's facilities is to be agreed and approved by the CA.
- 210 ROOM FOR EMPLOYER AND MEETINGS: Provide suitable temporary accommodation for EMPLOYER & site meetings, adequately heated and lit, with table and chairs to accommodate all members of the project team, may form part of the Contractor's offices.
- 260 SANITARY ACCOMMODATION: Provide and maintain in a clean condition sanitary accommodation for the Employer and his representatives, either separate or shared with the Contractor's supervisory staff.

TEMPORARY WORK

- 330 TEMPORARY FENCING AND HOARDING(S): Provide all necessary and appropriate temporary fencing and/or hoarding with access gates to the site boundary, compounds and working area for the duration of the works. Maintain the integrity for the duration of the works, remove on completion and make good areas disturbed. Provide 'hidden' lighting at out of reach height to illuminate scheme graphics.
- 371 NAME BOARDS/ADVERTISEMENTS: Contractor's/subcontractors' name boards/site directional signs will be permitted in approved position(s) and form, and subject to any required consents. Advertisements will not be permitted. All to the approval of the CA.
- 375 REMOVAL: Include for removal of all temporary facilities before or on completion of the works and for all reinstatement and making good.

SERVICES AND FACILITIES

- 410 LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
- 420 LIGHTING AND POWER: The Contractor is to arrange a temporary electricity supply and pay all charges in connection therewith. Provide all necessary temporary lighting and power for use during the works as may be necessary.
- 430 WATER: The Contractor is to arrange a temporary supply for use during the works and pay all charges in connection therewith.
- 442 TELEPHONES: Provide as soon as practicable after the Date of Possession temporary on site telephones for use by the Contractor, Subcontractors and those acting on behalf of the Employer. Make arrangements (e.g. an external bell) to ensure that incoming calls are answered reasonably promptly. Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.
- 450 EMAIL INSTALLATION: Provide as soon as practicable after the Date of Possession a suitable on site email facility for use by the Contractor and Subcontractors.

- 461 TEMPERATURE AND HUMIDITY: The permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:
The Employer does not undertake that it will be available.
The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Subcontractors, and pay costs arising.
- 490 BENEFICIAL USE OF INSTALLED SYSTEMS: Unless specific permission is given by the employer and installer, the permanent supply, disposal, mechanical, electrical, communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before Practical Completion of the works 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.
- 500 METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.
- 510 THERMOMETERS: Provide on site and maintain in accurate condition:
A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
A thermometer for measuring concrete and ground temperature.
- 520 SURVEYING EQUIPMENT: Provide on site and maintain in accurate condition all required surveying equipment for the setting out, execution and checking of the Works.
- 530 PERSONAL PROTECTIVE EQUIPMENT: Provide for the sole use of those acting on behalf of the Employer, adequate personal protective equipment.

A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING

- 111 THE BUILDING MANUAL:
The Building Manual (incorporating the Health and Safety File and subtitled accordingly) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely.
The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of hard and electronic copies of the Manual and submit them to the CA for checking by the Planning Supervisor and for delivery to the Employer.
The Manual is to consist of the following three parts, sub-sectioned as appropriate:
PART 1: GENERAL INFORMATION: Content as clause 131, the information being provided to the Contractor by the CA.
PART 2: BUILDING FABRIC INFORMATION: Content as clause 141, plus certain as-built drawings and other information provided to the Contractor by the CA.
PART 3: BUILDING SERVICES INFORMATION: Content as clause 151.
The presentation of the Manual is to be as clause 161.
A complete draft of the Manual must be submitted not less than four weeks before the date for submission of the final copies of the Manual. Amend the draft Manual in the light

of any comments and resubmit to the CA. Do not proceed with production of the final copies of the Manual until authorised to do so by the CA.

Final copies of the Manual: Provide the CA with two copies not less than one week before Practical Completion.

As-built drawings: Provide two copies not less than one week before Practical Completion.

- 121 THE HEALTH AND SAFETY FILE is an information source and guide for the Employer and end users providing an understanding of the building and its systems and enabling it to be operated and maintained safely. Provide the Planning Supervisor, with two copies of the information required below not less than one week before Practical Completion.
- Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed and performance specified work.
- A full description of each of the building services systems installed, written to ensure that the Employers staff fully understand the scope and facilities provided.
- Operating and maintenance instructions for all equipment and systems installed.
- Copies of manufacturer's current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.
- General maintenance instructions for all items of Contractor designed or performance specified work.
- As-built drawings recording details of construction for all Contractor designed and performance specified work.
- 131 THE BUILDING MANUAL PART 1: GENERAL INFORMATION must include:
- A description of the buildings and details of ownership.
- Names, addresses and contact details of all consultants and designers.
- Names, addresses and contact details of all Authorities plus copies of all consents and approvals obtained.
- Names, addresses and contact details of all contractors, subcontractors, suppliers and manufacturers.
- Any operational requirements and constraints of a general nature which are not relevant to other parts of the Building Manual.
- The fire safety strategy for the building(s) and site including drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and fire fighting systems, services shut-off valves, switches, etc.
- 141 THE BUILDING MANUAL PART 2: BUILDING FABRIC INFORMATION:
- Provide such information as is reasonably required by the Planning Supervisor including:
- Design criteria including floor and roof loadings, loading restrictions, insulation values, fire ratings and other performance requirements.
- Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed work and performance specified work.
- As-built drawings recording details of construction for all Contractor designed work and performance specified work.
- Copies of manufacturers current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturers recommendations for cleaning and maintenance.
- Copies of all guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
- Copies of all test certificates and reports required in the specification.

- 151 THE BUILDING MANUAL PART 3: BUILDING SERVICES INFORMATION must include:
- A full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
 - A description of the mode of operation of all systems including services capacity and restrictions.
 - Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
 - A photo-reduction of all record drawings to A3 size together with an index.
 - Legend for all colour-coded services.
 - Schedules (system by system) of plant, equipment, valves, etc., stating their locations, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
 - The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
 - Manufacturers technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
 - A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves, etc., used in the installations.
 - A copy of all manufacturers' guarantees, warranties and maintenance agreements offered by subcontractors and manufacturers.
 - Starting up, operating and shutting down instructions for all equipment and systems installed.
 - Control sequences for all systems installed.
 - Schedules of all fixed and variable equipment settings established during commissioning.
 - Procedures for seasonal changeovers.
 - Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
 - Lubrication schedules for all lubricated items.
 - A list of normal consumable items.
 - A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
 - Procedures for fault finding.
 - Emergency procedures, including telephone numbers for emergency services.
- 161 PRESENTATION OF BUILDING MANUAL: The Manual is to be contained in a series of A4 size, plastic covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. An electronic copy of drawings and other information prepared by the Contractor is also to be included on disk in a format acceptable to the Employer. Selected drawings needed to illustrate or locate items mentioned in the Manual, where larger than A4, are to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of as-built drawings may form annex(es) to the Manual.
- 165 HANDOVER PACK: The Contractor shall allow for preparing a suitable presentation pack for each individual dwelling to contain the following information. The file must be contained in a bound folder. All Handover Packs shall be handed to the Employers Agent prior to Practical Completion.

The general Requirements are as follows:

- Scale floor plan of dwelling
- Names, addresses and contact details of all consultants and designers.
- Names, addresses and contact details of all Authorities plus copies of all consents and approvals obtained.
- Names, addresses and contact details of all contractors, subcontractors, suppliers and manufacturers.
- Copies of manufacturer's current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturer's recommendations for cleaning and maintenance
- Copies of all guarantees, warranties and maintenance agreements offered by sub-contractors and manufacturers
- A description of the mode of operation of all systems including services capacity and restrictions
- The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers
- Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project
- A copy of all test certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves etc. used in the installations.
- A copy of all manufacturer's guarantees, warranties and maintenance agreements offered by sub-contractors and manufacturers
- Starting up, operating and shutting down instructions for all equipment and systems installed
- Procedures for seasonal changeovers
- Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems
- A list of normal consumable items
- Emergency procedures, including telephone numbers of emergency services
- The fire safety strategy for the building(s) and site including drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and fire fighting systems, services shut-off valves, switches, etc.

166 KEYS: At Practical Completion the Contractor shall hand over to the Employer/CA a set of keys and fobs for each dwelling, landlord areas and the commercial units clearly tagged and identified to include all windows and doors; internal and external. 3nr sets of each.

210 INFORMATION FOR COMMISSIONING OF SERVICES: Provide the CA with relevant drawings and preliminary performance data at the commencement of commissioning to enable the Employers staff to familiarize themselves with the installation.

220 TRAINING OF EMPLOYER'S STAFF: Before Practical Completion explain and demonstrate to the Employer's and Funder's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual.

A4 CONTRACTOR'S GENERAL COST ITEMS

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

For details of site accommodation required or made/not made available by the Employer see section A36.

110 SITE ACCOMMODATION

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

For details of services and facilities required or made/not made available by the Employer see section A36.

110 POWER

120 LIGHTING

130 FUELS (excluding fuels for testing and commissioning)

140 WATER

150 TELEPHONE AND ADMINISTRATION

160 SAFETY, HEALTH AND WELFARE (see A34/140 and 210)

170 STORAGE OF MATERIALS (see A33/150)

180 RUBBISH DISPOSAL (see A34/430)

190 CLEANING (see A33/610)

200 DRYING OUT (see A34/410)

210 PROTECTION OF WORK IN ALL SECTIONS (see also section A34)

220 SECURITY (see A34/150)

230 MAINTAIN PUBLIC AND PRIVATE ROADS (see A34/520)

240 SMALL PLANT AND TOOLS

310 ADDITIONAL SERVICES AND FACILITIES ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as appropriate:

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

110 CRANES

120 HOISTS

130 PERSONNEL TRANSPORT

140 TRANSPORT

150 EARTHMOVING PLANT

160 CONCRETE PLANT

170 PILING PLANT

180 PAVING AND SURFACING PLANT

250 ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required:

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

110 TEMPORARY ROADS

120 TEMPORARY WALKWAYS

130 ACCESS SCAFFOLDING

140 SUPPORT SCAFFOLDING AND PROPPING

150 HOARDINGS, FANS, FENCING, ETC.

160 HARDSTANDING

170 TRAFFIC REGULATIONS

250 ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required, with fixed charges and time related charges as required.

SECTION 3:

THE SITE





SECTION THREE

THE SITE

- 3.1 The site is bounded by Back Turner Street, Soap Street and High Street..
- 3.2 Demolition of the two existing retail units is to form part of the Works as required.
- 3.3 The Contractor shall visit the site to familiarise himself with the topography of the site and make all investigations and surveys he deems necessary to prepare his tender and execute the Works.
- 3.4 In order to verify that the site is suitable for the proposed works the Contractor must undertake all necessary site survey work and investigation to determine/verify the contents of the surveys already undertaken and to determine the following:-
1. Levels and features.
 2. Load bearing capacities.
 3. Soils content and evidence or otherwise of contamination.
 4. Evidence or otherwise of aquifers
 5. Evidence or otherwise of gas migration or leachate from adjoining sites, including an Engineer's Report on the level and acceptability of any meter readings taken.
- 3.5 The Contractor shall undertake any required investigation prior to commencement of the Works and shall include for all fees and costs arising therefrom. Any information relating to ground investigation contained within this document is provided for information purposes only.
- 3.6 The Contractor shall take account of the Contaminated Land Regime. This legislation deals with the possible leachate of contamination and also with surface water/contamination 'run-off' from one site to another. Site owners will be responsible for any such contamination migration and may be subject to a fine or in extreme cases a prison sentence as this will be deemed to be a strict liability offence.
- 3.7 The Contractor shall carry out all necessary site investigation works to establish the works required to satisfy this legislation and include all necessary fees, charges and the like to ensure that the Employer will in no way be responsible to any adjoining parties in this respect.

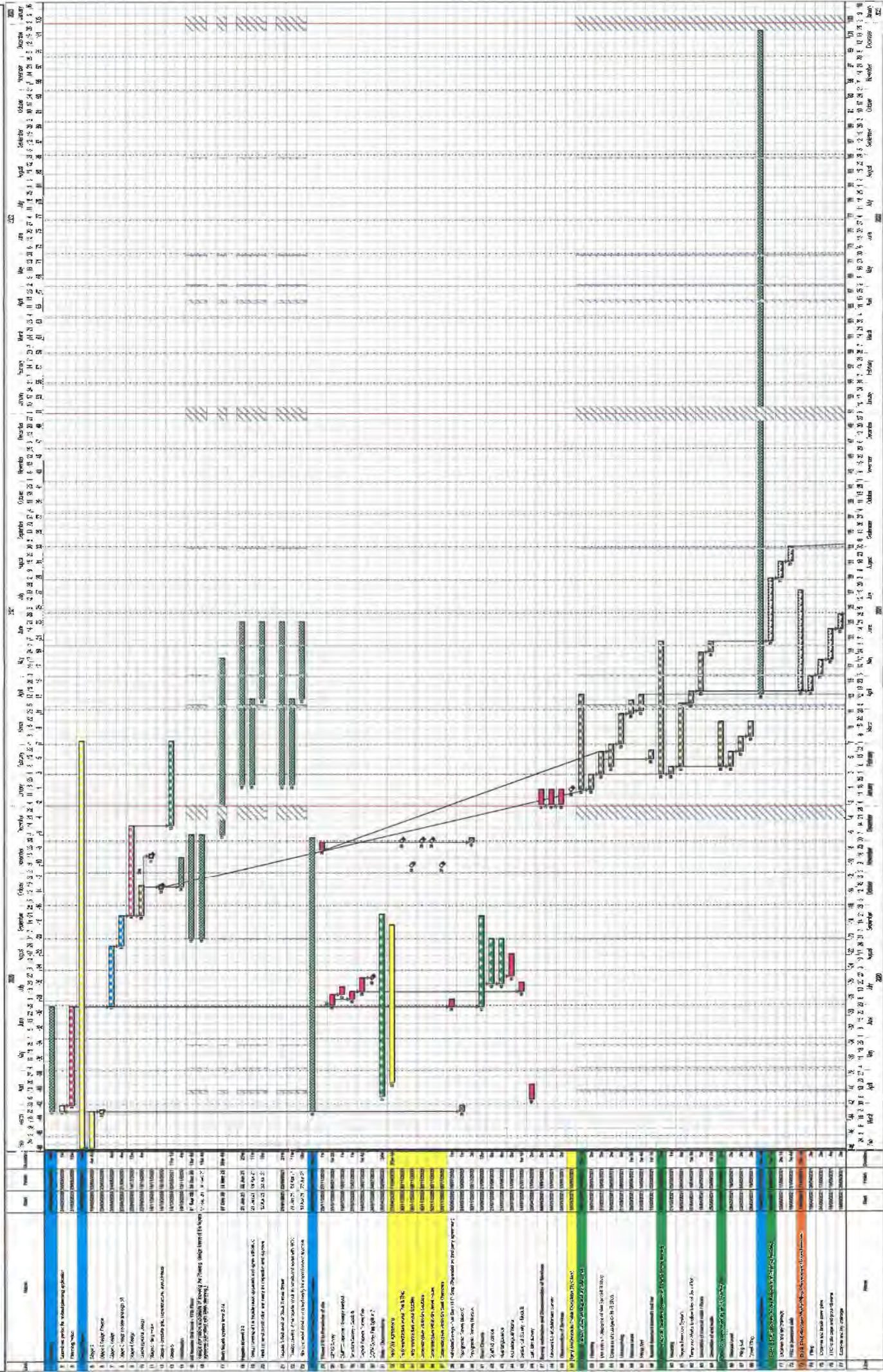
SECTION 4: PROGRAMME



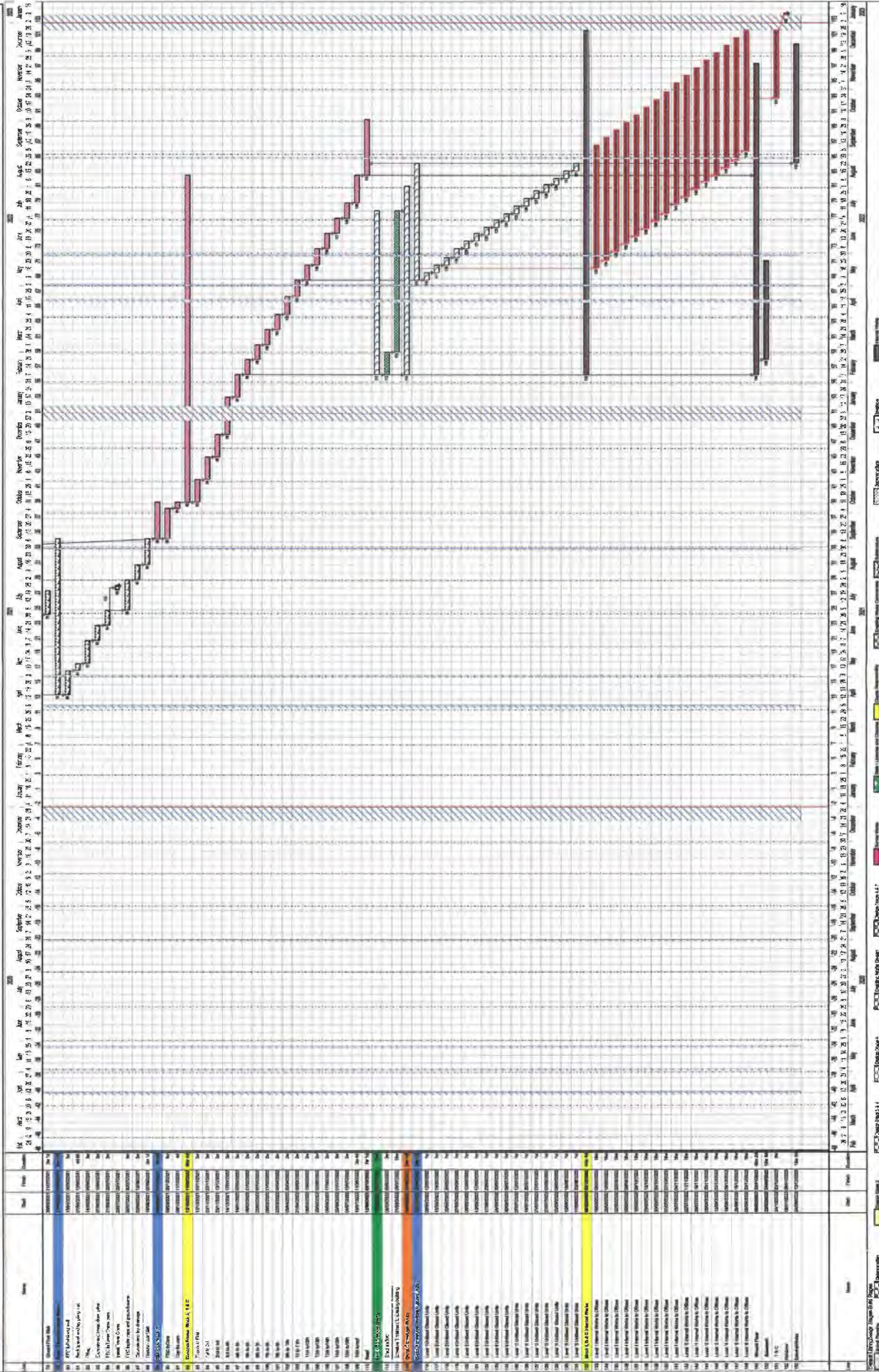


SECTION FOUR

PROGRAMME

Back Turner Street, Manchester
Contract Programme

Back Turner Street, Manchester
Contract Programme



SECTION 5: OBLIGATIONS AND RESTRICTIONS





SECTION FIVE

OBLIGATIONS AND RESTRICTIONS

5.1 Access to and Possession or Use of The Site

- 5.1.1 The site is bounded by Back Turner Street, Soap Street and High Street.
- 5.1.2 The contractor is to provide hoardings to the boundary of the site, capable of receiving scheme branding to the Employer's approval.

5.2 Pedestrian and Vehicular Access

- 5.2.1 Attention is drawn to the pedestrian and vehicular rights of way which border the site. These rights of way must be kept open at all times during the duration of the contract wherever possible.
- 5.2.3 Highways are to be kept open for the public throughout any works associated with incoming services and sewers wherever possible.

5.3 Limitations of Working Hours

- 5.3.1 The site must not be used for any purpose other than carrying out the Works.
- 5.3.2 The Works are to be subject to the standard working hours for the industry or as dictated by the Local Authority.

5.4 The Use and Disposal of any Materials found on Site

- 5.4.1 No sand, ballast, gravel, coal or other useful material which may be found in the Works shall be removed from the site nor become the property of the Contractor, nor used in the Works except upon the express instructions of the Employer's Agent. Access shall be allowed to any person having the Employer's Agent's authorisation to remove same.

5.5 Order Of Work

- 5.5.1 The Contractor has full control of the order in which the Works are to be carried out.
- 5.5.2 If the Employer agrees to Partial Possession of any part of the Works and, wherever units are occupied before the end of the Contract, the Contractor will be required to clean, and keep clean all roads, footways, parking areas and other areas directly associated therewith, together with maintaining services, main access roads and footways etc., thereto in a safe and reasonable condition.
- 5.5.3 The Contractor shall also ensure that any occupants and users of the completed parts are able to enjoy the uninterrupted use of the dwelling and are not exposed to undue danger, inconvenience and nuisance.

5.6 Hoardings, Screens and Temporary Roofs

5.6.1 The Contractor is to provide and maintain and remove such proper and sufficient temporary fencing, hoardings, fans, planked footways, guard-rails, gantries, barricades, coverings to trenches and such other safeguards and precautions as may be necessary or required for the protection of the public and occupants of adjoining premises, and for meeting the requirements of any Local or other authority, and alter, shift and adapt from time to time as necessary. Provide 'hidden' lighting to the hoarding at out of reach height to illuminate scheme graphics.

5.7 **Not used.**

5.7.1 Not used.

5.8 **Facilities for Other Contractors**

5.8.1 The Contractor is to arrange with Sub-Contractors, Statutory Authorities, Specialists and Merchants as to time for commencement of work in the site or delivery of materials and is to give them such notice as may be necessary and otherwise co-operate with them to ensure proper progress of the work. The Contractor is to obtain from them particulars of all chases, recesses and other details and is to supply them with all necessary dimensions and other information so that their work may be correctly executed. No extra cost will be allowed in consequence of any alterations, delays or temporary suspension of work which may be due to lack of such co-operation.

5.8.2 Facilities for the Employer / Employer's Agent – accommodation within the contractor's offices to be shared.

5.9 **Plant, Tools and Vehicles**

5.9.1 The Contractor is to provide all suitable construction plant, temporary work, equipment, tools, tackle, instruments, consumable stores, vehicles, transport to and from the site and in and about the Works, and other things of every kind necessary for the proper and expeditious carrying out of the Works and due completion within the stipulated time, maintaining same during the progress of the Works and removing when no longer required. The Employer's Agent shall have power at his responsible discretion to reject any plant and tools used in and about the Works, and to require suitable plant and tools to be provided.

5.10 **Scaffolding**

5.10.1 Provide all necessary scaffolding, ladders, etc, for the proper and expeditious carrying out of the Works, erect, maintain and clear away on completion.

5.10.2 All scaffolding shall comply with the appropriate British Standards and shall be erected all in accordance with the appropriate Code of Practice.

5.10.3 Scaffolding must not be allowed to protrude beyond the boundary of the dwellings forming the site. No scaffold should be stood on any private owner/occupier's land.

5.11 Site Administration

- 5.11.1 Provide for all on and off site management costs.
- 5.11.2 The Contractor as part of the site administration must provide the following:-
 - 5.11.2.1 Site Manager / Person In Charge issued with a mobile phone and the number notified to the Employer's Agent.
 - 5.11.2.2 E-mail facility on site.
- 5.11.3 The Contractor is to make provision for and attend all site meetings as required of him and as directed by the Employer's Agent and to make all necessary arrangements and notify all Sub-Contractors and Suppliers of such meetings as they are required to attend.

5.12 Security

- 5.12.1 The Contractor is to allow for taking all precautions necessary to safeguard the Works, materials and plant against damage and theft, including all necessary day and night watching and lighting for the security of the Works and the protection of the Public.
- 5.12.2 Provide shelter and fuel for any watchman so required.
- 5.12.3 The Contractor is advised to seek advice from the local Police authority regarding reputable security firms and the policing of the site.

5.13 Provision of Labour and Transport of Workpeople

- 5.13.1 The full responsibility for the provision of an adequate labour force to sufficiently staff the Works will rest with the Contractor and the Contractor is to include in his prices for all costs of importing labour from outside the area where suitable local labour is not available. No submissions made during the course of the Work for extras to provide incentive to induce outside labour to go to the Works will be entertained.

5.14 Protecting the Works from Adverse Weather

- 5.14.1 The Contractor is to allow for all temporary works and measures or precautions necessary to protect the buildings, their contents, all materials for use on the Contract and site generally from damage by inclement weather, including the provision of tarpaulins, temporary roofing, coverings, chutes, gutters, down pipes, drains, grips, ditches, etc, required to carry off surface and storm water and the provision of coverings, screens, heating etc, required to protect work or materials liable to damage by frost and all precautions necessary to prevent damage by high winds, lightning, excessive heat, humidity or changes in humidity.

5.15 Water for the Works

- 5.15.1 The Contractor is to allow for the supply of clean fresh water for the execution of the works including the works of all Sub-Contractors, and for installing all necessary storage vessels, temporary plumbing, piping, connections and suitable arrangements for drainage of overflow and pay all charges arising under this clause, including and reinstatement in connection therewith.

5.16 Lighting and Power for the Works

- 5.16.1 The Contractor is to allow for providing at all times until practical completion, temporary lighting and electric power for use on the works as may be necessary; including that for Sub-Contractors and Specialists and for current used in connection with the testing and operating of the mechanical and electrical apparatus used for drying out the buildings.

5.17 Temporary Roads, Hard-standings, Crossing, etc.

- 5.17.1 Provide and maintain temporary roads and hard-standings, complete with adequate temporary drainage, on and adjacent to the site as necessary for the execution of the Works, including the Works of all Sub-Contractors. Reinstatement the ground on completion to the original subsoil level, obtain sanction for, provide and maintain temporary crossovers to public footpaths, light same if and when required and pay all fees and charges in connections therewith.

5.18 Temporary Accommodation for use of the Contractor

- 5.18.1 Provide and maintain until the Works are completed the following suitable weatherproof and dry lock-up temporary buildings with raised boarded floors, take down and remove on completion:-
- 5.18.1.1 Fully equipped office accommodation for the Contractors site staff and Sub-Contractors use. Adequate space, desk and chair shall be provided for use by the Employer's Agent.
 - 5.18.1.2 Provide suitable temporary accommodation for site meetings, adequately heated and lit, with table and chairs to accommodate all members of the project team.
 - 5.18.1.3 Storage; sufficiently large for the storage of all goods liable to deterioration by weather (including those of Sub-Contractors and Suppliers).
- 5.18.2 Any temporary heating appliances supplied for use in temporary buildings and elsewhere on site which in the opinion of the Employer's Agent are in a dangerous condition or of an unsuitable design shall be immediately removed from site.
- 5.18.3 Allow for siting all sheds and offices, plant and storage of materials, etc, in positions agreed by the Employer's Agent and for any removal, re-siting and re-erecting through exigencies of work where applicable.

- 5.18.4 The Contractor is to allow for providing suitable enclosed shelters and accommodation for clothing, mess rooms with suitable cooking range, washing facilities, and clean drinking water for the use of operatives on the works, including the supply of necessary fuel for the range and heating stove, and sanitary accommodation and keeping the foregoing in clean and proper order and clearing away on completion. Messing within any part of the new buildings are forbidden, neither shall the new sanitary fittings be used.

5.19 Safety Health and Welfare of Workpeople

- 5.19.1 Provide all costs incurred by complying with all current Safety Health and Welfare Regulations, Construction (General Provisions) Regulations, Construction (Design and Management) Regulations appertaining to all workpeople (including those employed by Sub-Contractors) employed on the site. Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.

5.20 Disbursement Arising from the Employment of Workpeople

Provide for all costs in respect of all workmen for:-

- 5.20.1 National Insurance Contributions
- 5.20.2 Pensions
- 5.20.3 Annual and Public Holidays
- 5.20.4 Travelling time, expenses, fares and subsistence
- 5.20.5 Guaranteed time
- 5.20.6 Non-productive time and other expenses in connection with overtime
- 5.20.7 Incentive and bonus scheme
- 5.20.8 Severance pay and obligations under the Redundancy Payments Act
- 5.20.9 Construction Industry Board Levies
- 5.20.10 Disbursements under the sick payments scheme
- 5.20.11 Any other disbursement arising from employment of labour whether directly employed or via sub-contractors

5.21 Maintenance of Public and Private Roads

- 5.21.1 The Contractor shall execute all work without annoyance to or interference with other Contractors, owners or tenants of surrounding properties and is to maintain and protect public and private property including that of the drainage, gas, electricity, water, highways and telephone authorities and similar undertakings, and is to make good or pay for the making good of any damage thereto.
- 5.21.2 The Contractor shall be deemed to have ascertained the position of all ducts, pipes, cables etc and shall be responsible for any damage to same arising out of the operations under the Contract.
- 5.21.3 All approaches to the site, roads, footpaths and pavings are to be kept clear of mud and debris.

5.22 Removing Rubbish, Protective Casings and Cleaning

- 5.22.1 The Contractor shall keep the site in a neat and orderly manner and must provide for removing from the site from time to time as necessary and on completion of the works all rubbish, protective casings etc. debris and surplus materials, all in accordance with all current legislation covering removal of rubbish, debris etc from site.
- 5.22.2 The Contractor shall include in his tender for all costs associated with the removal of all items mentioned above and pay all associated costs, fees, taxes and the like associated with The Landfill Tax Order of 1996.
- 5.22.3 The Contractor should also allow for cleaning the buildings inside and out, removing stains and touching up paintwork and polished work etc. clean sanitary goods, clean down window frames, clean glass both sides and leather after and leave the premises clean and ready for occupation to the satisfaction of the Employer's Agent. This work should be done by experienced cleaners.

5.23 Drying the Works

- 5.23.1 Provide and maintain all necessary equipment, fuel and attendance for drying and controlling the humidity of the works as and when required.
- 5.23.2 When the permanent heating installations are completed, tested and ready for operation, the Employer's Agent may grant permission to the Contractor to make such arrangements as he may deem fit for the use of the heating installation to facilitate drying out the buildings and controlling humidity of the buildings.
- 5.23.3 The Contractor will be required to meet all costs in connection with such temporary use of the heating installation including all insurance, the cost of all fuel and current used, and must accept all responsibility from all and any damage, disturbance, wear and tear however arising from such temporary use and the reinstatement, making good and maintenance to the satisfaction of the Employer's Agent.

5.24 Practical Completion and Handover

- 5.24.1 The Contractor shall give at least 4 weeks notice in writing of the anticipated date of completion.
- 5.24.2 Practical completion will not be considered until all pre-conditions to Practical Completion have been completed.
- 5.25.3 Prior to handover the Contractor shall make good all damage consequent upon the plot and clean the building and its associated external works thoroughly inside and out, removing all splashes, deposits, rubbish and surplus materials consequent upon execution of the works.
- 5.25.4 The Contractor shall also properly scrub floors, clean out ducts and voids, flush out and rod drains, clean steps, yards, pavings, metalwork, glass (inside and out), boilers, cisterns, flushing cisterns, sinks, baths, basins, WC's and other sanitary fittings, clear out all gutters and down pipes, touch up paintwork and oil locks and leave the whole of the works in a sound and perfect condition fit for occupation and use at completion.

- 5.25.5 The Contractor is to arrange for the installation of services and meters and shall remain responsible for any standing charges and all gas, water and electricity consumed prior to formal handover of the completed dwellings to the Employer.
- 5.25.6 14 days before the anticipated date of Practical Completion, subject to the work being sufficiently advanced and ready, the Employer will produce a snagging list of defective or outstanding work. The Contractor will thereafter remedy and complete the items identified to the Employer's satisfaction prior to the Practical Completion Date. Should the Works not be in a sufficient state of readiness at that time the date of Practical Completion shall be re-established 14 days later and this process repeated until such time as the Works are sufficiently advanced and ready. The Employer will not accept handover of any work which is incomplete in any way.
- 5.25.7 On completion of each dwelling or immediately thereafter the Contractor is to hand to the Employer's Agent a Home User Guide including three sets of keys and key fobs for each lockable door duly annotated together with a meter cupboard key, and a complete set of operating manuals and guarantees/warranties for all equipment for each dwelling. The Home User Guide shall also include a complete list of emergency telephone numbers and a copy of the Customer Care document. Each window lock shall be fitted with a key.
- 5.25.8 At Practical Completion the Contractor shall provide the Employer with the following:
- 5.25.8.1 Three sets of tried, tested and correctly labelled sets of keys per dwelling, which should be handed to the Employer.
- 5.25.8.2 The Contractor is to provide an after sales repair response service to be communicated to the Contractor via the building management company, for the full duration of the Defects Liability period, with the following maximum response periods all in accordance with the requirements included within the Building Contract.
- Failure to respond to defects within the prescribed time periods above will result in the Employer rectifying a defect(s) themselves, and all costs associated with the making good works shall be deducted from retention monies held. Should retention monies be inadequate to accommodate a contra-charge then outstanding expenditure will be charged to the Contractor accordingly.
- The Contractor shall provide one contact number which shall be used by the Employer and their customers alike for Emergency and Security Defects. Purchaser / tenant liaison with sub-contractors direct is unacceptable.
- Purchasers shall contact the Employer who in turn shall contact the Contractor in respect of General Defect matters.
- 5.25.8.3 Manufacturers warranties, written instructions and maintenance manuals for all appliances are to be handed to Employer's Agent/Clerk of Works.
- 5.25.8.4 The Contractor shall provide Electrician's Test Certificates, which should be handed to the Employer's Agent.

- 5.25.8.5 A list of contacts for all sub-contractors employed on the project, along with telephone numbers.
- 5.25.8.6 The Contractor shall provide the complete Health and Safety File no later than handover. For the content of the File, the Contractor should refer to the Approved Code of Practice and Guidance "Managing Health and Safety in Construction."
- 5.25.8.7 The Contractor must provide a complete set of "as-built" record drawings.

SECTION 6:

STATUTORY AUTHORITIES AND PUBLIC UTILITIES





SECTION SIX

STATUTORY AUTHORITIES AND PUBLIC UTILITIES

- 6.1 The Contractor shall make contact with the appropriate respective bodies to ensure all the following services are provided as a minimum:-
 - 6.1.1 Electricity
 - 6.1.2 Water Supplies and Sewage Treatment
 - 6.1.3 Telecoms and high-speed broadband inclusive of any required ducting
 - 6.1.4 Provision for Sky Q satellite TV (communal dish / receiver with cable distribution to each property together with any additional infrastructure required by SKY)
- 6.2 The Contractor shall include for diversion, disconnection, connection, infrastructure and capital charges in connection with providing the foregoing services.
- 6.3 The Contractor must make all necessary enquiries to satisfy himself of the extent of work required as no additional costs will be accepted following award of the Contract.
- 6.4 The tender documents show the extent of existing services as far as they are known, however, the Contractor shall also make enquiry as regards the existence of existing services and shall allow for their safe termination or re-routing if present.

SECTION 7:
STANDARDS AND QUALITY





SECTION SEVEN

STANDARDS AND QUALITY

- 7.1 All Works shall be subject to the consent of the Employer's Agent. The standard and quality of workmanship will be monitored by the Employer.
- 7.2 The whole of the work for the scheme shall be carried out in accordance with the current B.S.C.P. and materials shall comply with the appropriate current British Standard. Materials shall be of the best quality and shall be applied in accordance with the manufacturer's recommendations.
- 7.3 The Contractor shall maintain quality assurance procedures throughout the design and building Works and comply with BS 8000 for workmanship.
- 7.4 Any alteration or amendments required to the design after the initial proposals shall be executed by the original Design Consultants to maintain a similarity of approach to design solutions.

SECTION 8:
TESTING AND SAMPLES





SECTION EIGHT

TESTING AND SAMPLES

- 8.1 All structural concrete shall be tested to verify its structural integrity.
- 8.1.1 Prior to any testing being carried out, the Contractor shall inform the Employer's Agent of the name of the testing authority he proposes to use for tests of cubes and materials, this authority is to be independent from the supplier of the concrete and materials.
- 8.1.2 During the casting of concrete, a sample is to be taken from each batch delivered. A sample shall consist of three cubes made, cured and tested in accordance with B.S 1881. Should the Contractor fail to make the necessary test cubes he will be required to make any alternative tests as requested by the Employer's Agent to prove the integrity of the cast concrete. Any additional cost as a consequence of this testing shall be entirely the Contractor's responsibility.
- 8.1.3 From the three cubes, one is to be tested at 7 days, and one at 28 days, the third cube may be used to verify results. If the crushing strength falls below that specified, the area of concrete, which the sample represents, shall be classed as defective.
- 8.1.4 Copies of cube test results are to be sent direct from the Testing Authority to the Employer's Agent and the Clerk of Works as soon as they are available.
- 8.1.5 The Contractor shall allow for all costs in respect of the making and testing of cubes.
- 8.2 The Contractor shall allow for providing reasonable samples of all materials and sample panels of all fabricated or constructed work. The Contractor shall include for all associated costs. All approved samples are to remain on site until the related works on site are complete. Photographs of approved samples are also to be taken by the Contractor and distributed to the Client and Employer's Agent.
- 8.3 The Contractor shall provide an on site accurate maximum/minimum thermometer suitably positioned. This is to remain in place for the duration of the works and its readings will be required to support any Extension of Time request.
- 8.4 The Contractor shall allow for testing all components and installations in accordance with good practice and as required by the relevant authorities. Certificates of compliance shall be provided to the Employer. The Contractor shall include for all costs incurred with obtaining such compliance.

SECTION 9:

DETAILS OF DESIGN AND CONSTRUCTION





SECTION NINE

DETAILS OF DESIGN AND CONSTRUCTION

- 9.1 The scheme shall be constructed in accordance with the Employer's Requirements as a whole and as detailed on the plans, elevations, sections and other detailed information regarding structural design, layout drawings, services and the specification for materials and workmanship prepared for the scheme by the Contractor.
- 9.2 The Contractor may not change materials without the prior approval of the Employer's Agent, such approval is not to be unreasonably withheld. No materials of a lesser quality than those specified will be allowed.

SECTION 10:
SECURITY AND SAFETY





SECTION TEN

SECURITY AND SAFETY

- 10.1 The site is to be kept safe and secure throughout the Contract in compliance with all current Requirements and Statutory obligations.
- 10.2 The Contractor must allow for taking all precautions necessary to safeguard the Works, materials and plant against damage and theft, including all necessary day and night watching and lighting for the security of the Works and the protection of the public.
- 10.3 The Contractor is advised to seek advice from the local Police authority regarding reputable security firms and the policing of the site.
- 10.4 The Contractor must keep the adjacent roads clear of plant, materials and parked vehicles connected with the Works at all times and clean and free of mud throughout the contract.
- 10.5 All appropriate PPE must be provided for the use of all personnel on site, with six full sets for exclusive use by the Employer and his Agents.
- 10.6 The Contractor shall be required to keep a copy of the appropriate Building and Public Health regulations permanently on the site, and shall conform with the COSHH regulations.
- 10.7 Whilst allowing for compliance with all current Safety Legislation the Contractor shall also allow for The Construction (Design and Management) Regulations 2015 which apply to this project. The Contractor shall be appointed as the Principal Designer and the Principal Contractor for the development and shall undertake the duties detailed in the Code of Practice including all additional costs in respect of providing the Health and Safety File. The Contractor shall satisfy the Employer prior to acceptance of his tender that he is able to undertake the above-mentioned role.
- 10.8 The Contractor shall allow for all Health and Safety Executive requirements in respect of the Development of Contaminated Land.
- 10.9 The Contractor shall comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.
- 10.10 The Contractor shall, at all times, under the Noise Abatement Act 1960, use every reasonable means to ensure that the level of noise resulting from the execution of the works is kept to the minimum amount possible and in particular, shall choose and use such silencing devices as are available and suitable for the plant and machinery required for the execution of the works. The Contractor shall take such additional measures for the reduction of the level of noise as the Employers Agent or his representative may specify.
- 10.11 The Contractor's attention is drawn to Sections 60 and 61 of the Control of Pollution Act 1974 which came into force on 1 January 1976. The Contractor will be responsible

for complying with all requirements and restrictions imposed by this Act and must allow in his tender for all costs necessitated thereby. No instructions issued to the Contractor by the Employer's Agent shall relieve the Contractor from compliance with this Act.

- 10.12 The Contractor shall take precautions so as to prevent nuisance from smoke, dust, rubbish, water or any other cause, including the efficient protection of all streams and waterways against pollution arising out of the works. The Contractor must comply with all environmental regulations current at the time of construction.
- 10.13 The Contractor shall comply with any Petroleum Regulations in force. A "No Smoking" rule must be strictly enforced around the area used for storage of petrol and petroleum products and the Contractor will be required to provide all notices to ensure that the safety regulations are confirmed with regarding no smoking and no naked lights within 15 metres of the area. Particular care must be taken to assess all operations when petroleum spirit is being delivered to the premises and to refrain from the use of metallic tools or any materials liable to cause sparking within 15 metres of any pump whilst spirit is being dispensed through the pumps or handled in any other way.
- 10.14 The Contractor shall enforce a "No Smoking" rule for the entire site, other than designated smoking areas within the site compound.

SECTION 11:
SPECIFICATION DOCUMENTS





SECTION ELEVEN

SPECIFICATION DOCUMENTS

Back Turner Street



Project Name	Back Turner Street
Client	Salby
Revision	Rev 1

SPECIFICATION

ELEMENT	AREA	PROPOSED MATERIAL / FINISH / PRODUCT	PROPOSED MANUFACTURER	PROPOSED SPECIFICATION / REFERENCE	RATE / ALLOWANCE
Facilitating Works	Demolition, Site Clearance & Facilitating Works	Prior to the main works commencing we propose an 'early works' phase to enable us to complete a variety of survey and intrusive works which includes final building surveys, clearance of the Electrical shop area on Studhill and works in association with completing closing out planning conditions.			
Substructures	Foundations	Reinforced concrete pile caps, ground beams, bases and spit of 250mm thick floor slabs to the ground level on Block A and C and Basement to Block E.			
	Retainment walls	A Provisional sum Allowance to tank waterproof basement walls to Block E has been made			
	Sheet Piling	Localised sheet piling as required to areas such as Tower Crane base along Soap Street and Back Turner Street and the corner of Block A, closest to the lockouth area.			
	Retaining wall	Waterproofed framed solution to the length of the party wall between Block A and Soulliers Wine Bar			
	Load Bearing Piling	CFA piles bored into weathered sandstone, maximum length 18m, 450mm and 600mm diameter, maximum axial load 2250kN			
Frame		Initial concrete core walls, columns, upstands, suspended slabs and beams reinforced with loose bar reinforcement and reinforced slabs. All soffits and columns to office floor areas are to be a 'plain finish'. All soles, WC and back of house areas are 'unfinished'.			
Frame Additions		Box section windposts with welded baseplates and headplates, together with box section horizontal rails to support mid span of curtain walling.			
Upper floors		275mm thick reinforced slabs, east floor finish with a 'plain' formwork finish to soffits in open plan office areas, NB soffit finish to block B to be reviewed due to the volume of openings within the slab areas from the retained facade structure.			
Main Roofs		275mm thick reinforced slabs, east floated finish.			
		Biosteric waterproofing system over the concrete slab incorporating the required proprietary substrates and insulation to achieve the required U-value.			
		Blue Roof allowed to roof of tower and 6th floor roof			
		Gravel ballast layer to non-accessible roof areas			
		Paving flags for accessible areas.			
Terrace Roof areas Block C 5th floor/roof		Tritex cold applied liquid waterproofing system over the concrete slabs & finished with paving slabs solid bedded.			
		Furniture / Planters to 5th floor terrace - Provisional Sum Allowance			E 7,500.00
		Incorporating a green roof area as indicated on the Structural Engineers and Architectural plans			
Stairs		PC straight flight staircases complete with half space intermediate landings and floor landings at each level			
		Staircase in main reception lobby			
		Mild steel painted or powder coated handrails to match the balustrades			
		Mild steel painted or powder coated vertical bar infill or mesh infill balustrades			
External Walls Block A	Structural Framing	Structurally glazed facade fixed to concrete frame from level 1 to 12, secondary steelwork to support ground to 1st floor			
	Utilised Façade to Block A	Structurally glazed utilised facade to all floors and elevations of Block A.	Kawneer AA100 or similar approved		

Curtain Walling to Block A Glazing to Block A Epoxy treatment for glass compatibility Doors to Block A	Structurally glazed curtain walling to Ground Floor angled section after trace area			
	Glass selection to achieve U-Values and G-Values			
	Not allowed for any louvers or enhanced glass specification			
	Painted glazed doors to Ground floor areas			
External Walls Block C	Structural Framing	100mm structural framing infill system complete with vapour barrier, mineral rockwool insulation and weather defence board. This will then have a Rockwool dry jet cavity batt.		
	Main brickwork	Red brick, 65mm facing brick with coloured mortar laid in stretcher bond and stone bond as indicated on the Architectural stage 3 information contained in the Employers Requirements feature recess panels as per the architects drawings.	Wienberger Kamoley Antique	brick specified is £565/1000
	Brickwork Window Reveals	165mm & 265mm deep reveal, comprising facing bricks, coloured 65mm facing brick with coloured mortar laid in stretcher bond & stone bond where shown		
	Window Head	No brick on soffit to window heads		
	Brickwork Support	Masonry supports system in accordance with the SF design, inverted pister brick to each level		
	Cladding to level 5	Aluminium Reinforced Panel with a standard RAL finish		
	Cappings, Trims & Cills	2mm thick folded aluminium to a standard RAL range		
	Reinforced	Vertical clusters of stone centres formed from nominal 10x40mm flat steel bar. Powder coated or plain quality. Paint finish to a standard RAL range		
	Reconstituted stone banding and capping	Reconstituted stone pre-cast banding and capping		
		Current Allowances based on: Halls Building Survey Report dated 13/10/20		
Windows & External Doors Block B and C	Curtain Walling	Senior Curtain Walling system or similar approved Standard RAL finish.		
	External Doors	Framed Aluminium Door System		
	Windows	Standard aluminium window system. Standard RAL finish to the aluminium.		
	Glazing specification	In accordance with the thermal specification and acoustic report.		
Internal walls & Partitions	Ground floor areas	140mm thick or cavity wall point grade block wall (min 1350 kg/m2) built fair face on a flush battled		
	Wall lining to core (lower floor)	125mm wallboard with point finish		
	Wall lining to core (middle floor core)	Exposed as sluck concrete finish		
	Partitions forming WC / Shower facilities in Block C	IPS partition system in accordance with the Architects specification Page 3 - Tender Issue 25/08/20		
	Partitions to form WCs to both cores	Internal Metal Framed Partition System		
	Partitions to lining Block B external walls	125mm wallboard with point finish		
	Wall linings to Blockwork	125mm wallboard with point finish		
Wall Finish	Block A office areas	Finished as internal lead of unlined system		
	Block A finish to core wall linings	Painted plasterboard		
	Block A Column Finish	Exposed concrete columns (Plain finish)		
	Block B external wall lining finishes	Painted plasterboard to external wall linings		
	Block B finish to partitions forming WC areas (CF)	IPS partition system		
	Block C finish to external wall linings	Painted plasterboard		
	Block B and C finish to Columns WCs to both cores	Exposed concrete columns (Plain finish) Painted Plasterboard corridor side of partition. Ceramic tiling in WCs as per JMA drawings		

U1	U1s 1 & 2	1000kg, 13 person passenger lift; travel speed 2.5m/s, standard lift car finishes	Kone	Refer to Kone Specification
F&E	Signage	Building regulation & fire fighting signage (wayfinding signage excluded)	KNOWN USE To be done, bins, wc, bikes etc, level 1, 2, 3 etc	
	Reception lobby / concierge desk	Provisional sum - supply & installation	£10,000	£10,000
	Fire fighting equipment	n/a	Excluded	
Hard & Soft Landscaping	General	Final design to be developed in line with Landscape Architect		
	Office Terraces	Concrete paving on pedestals; to developer approval		
	Planters	Steel Planters where identified on Architects drawings	Spec TBC	
	Trees	1m Tree allowed to pocket park within tree grille	Spec TBC	
	Section 278 works			
	Cycle stores	Double decker cycle racks 2660mm high x 1810mm deep; galvanised; surface mounted; to developer approval	Boxtop or similar	30 no cycle provision in total
Drainage	Foul Drainage	Detailed drainage design to be developed by Renaissance in line with the outline drainage strategy		
	Surface Water Drainage	Detailed drainage design to be developed by Renaissance in line with the outline drainage strategy		
	Rooftop Drainage	Detailed drainage design to be developed by Renaissance in line with the outline drainage strategy		
Services	Statutory Services	Water Mains Supply & Infrastructure Charges, Electric Mains Supply & Meters, Communications Systems		

SECTION 12:
CONTRACTOR'S PROPOSALS





SECTION TWELVE

CONTRACTOR'S PROPOSALS

- 12.1 Contractors Proposals as per the Employer's Requirements with the following clarifications (overleaf).

General

1. Terms and Conditions

- Employers Requirements relating to BACK TURNER STREET reference: BTS/ERCP/2/11/2020 issued 20th November 2020 with comments below;

Clause 1.3 and 1.4.2 – Domis are only responsible for planning conditions which are applicable to the current consent, save conditions 18 and 30, it should also be noted that the Contractor is not responsible for the NMA submission and any changes to design which may become apparent on the NMA approval.

1.13.1 – Party wall act – Party wall costs and any time associated with delays to party wall are at the Employers risk, the party wall works to allow demolition which is the Employers risk must be complete prior to the demolition commencing.

490- Beneficial Use – we would note that we will be using the lifts for beneficial use.

- Our insurances are limited to our standard suite of insurance schedule. Any additional cover will attract an increased premium that will be considered as a project cost.
 - We reserve the right to put in place a retention bond in lieu of retention being deducted on a monthly basis, the cost of such bond will be borne by Domis Construction. Should the retention bond not be in place by the time of the first drawdown retention may be deducted and subsequently reversed at such time that the retention bond is in place. We accept that this is subject to funder agreement.
2. All party wall issues including access arrangements for adjacent land and over sailing licences, will remain the responsibility of the Client and are not including in the contract sum or the programme.
 3. The “Development Specification” takes precedent over any other references contained within the Contract Documents.

4. A number of suppliers & subcontractors included within the tender do not have the stated level of £10,000,000 PI cover as stipulated within the Employers Requirements we understand that this reduced level of PI will be subject to funder agreement.
5. In relation to Covid-19, the contract sum analysis and contract programme are based upon the Covid measures in place prior to the 18th December 2020, any changes to this which may affect the progress or contract sum will require review and may result in additional time or costs.

Planning & Programme

1. Our tender is based on the logistics & methodology contained within the planning approved Construction Management Plan
2. Our programme is based on the following working hours (subject to local authority and planning consent restrictions):-
 - Monday to Friday 7.30am to 6pm
 - Saturday 7.30am to 2.30pm

Site Clearance & Demolition

1. In the absence of a R&D survey being able to be completed on existing buildings in Block A, all cost & time related issues as a result of asbestos removal have been excluded.
2. No allowance has been made for removal of any asbestos from window gaskets / ropes / seals to existing windows in Block B.

Substructure

1. Waterproofing to Block B Basement – Domis have made a £10,000 Provisional Sum Allowance

Structure

1. All exposed concrete to office floor plate concrete soffits and concrete columns are allowed with a “Plain” finish.

Roof

1. In the absence of a maintenance drawing, we would refer you to the Davit Plan attached as Appendix A of this submission.

External Walls

1. We have included a PC sum for the supply of facing bricks of £565/ thousand.
2. U-Values included are 1.2 for Block A and 1.4 for all areas of windows and capped curtain walling. This is a clarification against design team information included within the Contract Documents, however we commit to a BREEAM Excellent rating and Building Regulations compliance.
3. Air tightness is based upon achieving 5 on block B and C and 3 on Block A. As above (clarification against design information notwithstanding BREEAM & Building regs).

Windows & Doors

1. In relation to the Curtain walling, windows, metal cladding and doors the Contract sum is based upon
 - Block A Unitised Curtain Walling - Kawneer Structurally glazed unitised curtain walling AA201 system.
 - Back Turner Street ground floor with sliding doors - Seniors SF52 structurally glazed system with Seniors SPW 501 sliding doors
 - Back Turner Street levels 1-4 of Block C – Seniors SF52 structurally glazed system.
 - Back Turner Street 5th floor of Block C – Seniors SF52 fully capped curtain walling.
 - Block C High St oriel window – Seniors SF52 structurally glazed system/
 - Block C Soap St curtain walling – Seniors SF52 fully capped curtain walling.
 - Metal cladding to Block B and C 5th floor areas - 3mm thick Aluminium metal cladding standard RAL PPC finish.

Mechanical & Electrical

1. No allowance has been made for a secondary power supply or standby generator.
2. Our Contract sum is based on the use of lifts manufactured by Kone. Please refer to the Kone lift specification attached as Appendix B of this document, this forms the basis of our inclusions.

Internal Walls

1. As per development specification.

Floor Finishes

1. Provisional Sum £20,000 allowed for floor finish to reception area.

Ceiling Finishes

1. The Office floor plate areas have been allowed as a “Plain” finish.
2. Ceiling finish to reception area is exposed concrete as a “Plain” finish.
3. Ceiling finish to all circulation areas is exposed concrete as a “Ordinary” finish.
4. WC and Shower areas are a MF Ceiling.

Fittings & Furnishings

1. No allowance has been made for any loose furniture fit out to communal areas and amenity space.
2. Reception Desk – Provisional Sum of £10,000 has been allowed.
3. Reception Floor Finish – Provisional Sum of £20,000 has been allowed.
4. We have assumed the provision for fire extinguishers will be part of a service contract with a specialist post completion.

Incoming Services

1. Our tender is based on permanent power being available at week 28 of the programme. To ensure we have the opportunity to energise the substation in line with this date, the Client must progress “legals” as a matter of urgency.

External Works

1. The contract sum allowance is based upon the information within the Employers Requirements. Currently no allowance has been made for fees in association with the Section 278 works until confirmed.

2. The provisional allowance for the section 278 works include the following;

- 300mm granular build up
- York Stone block paving slab

Provisional Sums

1. The below is the schedule of Client provisional sums;

- Reception Desk £10,000.00
- Reception floor finish £20,000.00
- Tree grille and trees to pocket park - £10,000.00
- All street furniture, planters, planting at level 5 of Block C terrace £7,500.00
- External lighting to all blocks - £20,000.00
- Waterproofing to Block B basement - £10,000.00

Statutory Authority costs

For the sake of clarity, the allowances for statutory undertakers are based upon information provided by Novo any changes in these would require valuing as a variation to the contract; list as contract sum analysis.

Glare Requirements

The contract sum analysis and programme is based upon no uplift in glass specification or provision of any other form of glare mitigation measures be it fins or louvres if this is added to comply with planning condition then this will be a change to the contract.

Party wall awards

The contract sum analysis and programme is based upon the current scheme shown within the Employers Requirements if this changes either the access dates, e.g. date allowed to demolish or carry out works to the existing buildings on Shudehill or any changes are required to the Employers Requirements, then this will be a change to the contract.

No works to enable party wall awards to neighbouring properties have been allowed any works to these are excluded and would need to be added to the Contract Sum through variations to the contract.

Fees

Fees allowed are as per the fee schedule within the Contract Sum allowance, no other fees are allowed.

Appendices

Appendix A – Davit system plan

Appendix B – Kone specification

