JCT MINOR WORKS BUILDING CONTRACT
• Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR
• The work comprises: See clause A13/120.

Second - CONTRACT DOCUMENTS
• Contract drawings: As listed in clause A11/120.
• Contract documents: The following have been prepared which show and describe the work to be done
  - A specification;
  - Work schedules; and
  - A schedule of rates.

Third - PRICED DOCUMENTS
• Documents to be priced or provided by the Contractor: Contract specification.

INSERT "Eighth - COUNTERPARTS
• This Agreement may be executed by the Employer and the Contractor in different counterparts.
• Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement."

THE ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR

4 and 5 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR
• CDM Coordinator: See clause A10/150.
• Principal Contractor: See clause A10/130.

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE
• Base date: Project Specific Information.

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)
• Employer at the Base Date is a 'contractor' for the purposes of the CIS.

Fifth Recital - CDM REGULATIONS
• The project is notifiable.

Sixth Recital - FRAMEWORK AGREEMENT
• Framework agreement: Applies.
• Details:
  - Date: Project Specific Information.
  - Title: Project Specific.
  - Parties: Project Specific.
Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies.
- Health and safety: Paragraph 2 applies.
- Cost savings and value improvements: Paragraph 3 applies.
- Sustainable development and environmental considerations: Paragraph 4 applies.
- Performance indicators and monitoring: Paragraph 5 applies.
- Notification and negotiation of disputes: Paragraph 6 applies. Where paragraph 6 applies, the respective nominees of the parties are:
  - Employer's nominee: Strategic Manager of Programme & Performance.
  - Contractor's nominee: ________.
  - Or such replacement as each party may notify to the other from time to time.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 1.1 - CDM PLANNING PERIOD
- Shall mean the period of 4 weeks ending on the date of possession.

Clause 2.1.4 and Schedule 4 - PERFORMANCE BOND
- Performance Bond applies.
- Name and address of proposed surety: TO BE COMPLETED BY CONTRACTOR.

Clause 2.1.4 and Schedule 4 - PERFORMANCE BOND
- Performance Bond does not apply.

Clause 2.2 - COMMENCEMENT AND COMPLETION
- Date for Commencement of the Works: Project Specific.
- Date for Completion: Project Specific.

Clause 2.8 - LIQUIDATED DAMAGES
- At the rate of Project Specific per calendar week or pro-rata thereto.

Clause 2.10 - RECTIFICATION PERIOD
- Period: Twelve months from the date of practical completion.

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.
- Percentage: 95 per cent.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR
- Percentage: 97½ per cent.

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED
- Period: Three months from the date of practical completion.

Clause 4.11 and Schedule 2 - CONTRIBUTION, LEVY AND TAX CHANGES
- Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY
- Insurance cover (for any one occurrence or series of occurrences arising out of one event): Not less than £10,000,000.

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS
- Clause Project Specific applies.
Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES

• Addition: 16.5 per cent.

Clause 7.2 - ADJUDICATION

• The Adjudicator is: The President or Vice President.
• Nominating body: Royal Institution of Chartered Surveyors.

CLAUSE 8.2 - ASSIGNMENT UNDER CLAUSE 8.2

• Clause 8.2 applies.

Schedule 1 paragraph 2.1 - ARBITRATION

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

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.6 - NOTICES AND OTHER COMMUNICATIONS

• Amendment:
  • Insert new clause 1.6.3 "Subject to clause 6.2.3, any notice, communication or document shall be duly given or served if sent by email to such address as the recipient may from time to time notify the sender”.

SECTION 2: CARRYING OUT THE WORKS

2.1 - CONTRACTOR'S OBLIGATIONS

• Amendment:
  • At end, insert new clause 2.1.4 "Where the Contract Particulars state that a Performance Bond applies, on or before the Date of Possession the Contractor shall provide to the Employer and thereafter maintain a Performance Bond in an amount equivalent to 10% of the Contract Sum in favour of the Employer from a surety approved by the Employer in the terms set out in Schedule 4.”.

SECTION 3: CONTROL OF THE WORKS
(MW)
SECTION 4: PAYMENT

4.3 - INTERIM PAYMENTS UP TO PRACTICAL COMPLETION

- Amendments:
  - Clause 4.3 line 1, delete "the dates occurring at intervals of 4 weeks calculated from the Date of Commencement of the Works" and insert "10 days after the date of receipt by the Architect/Contract Administrator of an Interim Application in accordance with clause 4.4A".
  - Clause 4.3 last line, delete "14 days" and insert "21 days".
  - Clause 4.3 at end, insert "Notwithstanding the provision of Clause 4.3 the Employer shall not hold the retention money in a fiduciary capacity as trustee.".

4.4 - INTERIM PAYMENTS ON AND AFTER PRACTICAL COMPLETION

- Amendments:
  - Clause 4.4 line 1, delete "7 days after the date of practical completion" and insert "15 days after the date of receipt by the Employer of an Interim Application in accordance with clause 4.4A".
  - Clause 4.4 line 8, delete "shall thereafter be issued at intervals of 2 months" and insert "shall thereafter be issued at intervals of not less than 3 months".
  - Clause 4.4 line 10, delete "14 days" and insert "21 days".

4.4A - CONTRACTOR'S INTERIM APPLICATIONS

- Insert new clause:
  - Clause 4.4A insert "In relation to each interim payment the Contractor shall make an application to the Architect/Contract Administrator (an 'Interim Application') which Interim Application shall:
    .1 be issued (in relation to payments up to practical completion) no later than 1 month after the Date for Commencement of the Works and thereafter on a monthly basis until practical completion and (in relation to payments after practical completion) no later than 7 days after the date of practical completion and thereafter at intervals of not less than 3 months;
    .2 state the sum that the Contractor considers will become due on the relevant due date in accordance with clauses 4.3 and 4.4 and the basis on which that sum has been calculated;
    .3 include all documentation reasonably required for the computation of any amount due;
    .4 be given in accordance with clause 1.6.2 or by email.

4.5 - PAYMENT - AMOUNT AND NOTICES

- Amendments:
  - Clause 4.5.2 line 1, delete from "the contractor may" to and including line 4 "In that event".
  - Clause 4.5.2 line 6, delete "Contractor's payment notice" and insert "Interim Application"
  - Clause 4.5.3, delete text of clause and insert "Number not used".
  - Clause 4.5.4 line 2, delete "Contractor's payment notice" and insert "Interim Application".
  - Clause 4.5.4 line 2, delete "5 days" and insert "2 days".

4.8 - FINAL CERTIFICATE AND FINAL PAYMENT

- Amendments:
  - Clause 4.8.1 line 3, delete "28 days" and insert "6 months".
  - Clause 4.8.2 line 1, delete "14 days" and insert "28 days".
SECTION 5: INJURY, DAMAGE AND INSURANCE

Additional Clauses:

- 5.3.3 The Contractor's insurance shall include an indemnity to principal clause or alternatively be endorsed as follows: It is hereby declared and agreed that the Employer is interested in the insurance effected by this policy as Principal in respect of a contract made between the said Employer and the said Insured Contractor as Contractor relating to (the name by which the specified contract is generally known) and dated (whatever is the date of the contract).

- 5.3.4 The Contractor shall forthwith notify the Employer and the insurers of any happening or event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the particular work, including but not limited to incidents or accidents that are notifiable to the Health and Safety Executive. The Contractor shall indemnify the Employer against any loss whatsoever which may be occasioned to the Employer by the Contractor's failure to give such notification.

SECTION 5: INJURY, DAMAGE AND INSURANCE

5.3 - CONTRACTOR'S INSURANCE OF HIS LIABILITY

Additional Clauses:

- 5.3.3 The Contractor's insurance shall include an indemnity to principal clause or alternatively be endorsed as follows: It is hereby declared and agreed that the Employer is interested in the insurance effected by this policy as Principal in respect of a contract made between the said Employer and the said Insured Contractor as Contractor relating to (the name by which the specified contract is generally known) and dated (whatever is the date of the contract).

- 5.3.4 The Contractor shall forthwith notify the Employer and the insurers of any happening or event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the particular work, including but not limited to incidents or accidents that are notifiable to the Health and Safety Executive. The Contractor shall indemnify the Employer against any loss whatsoever which may be occasioned to the Employer by the Contractor's failure to give such notification.

5.4B - INSURANCE OF EXISTING STRUCTURES AND THE WORKS BY EMPLOYER IN JOINT NAMES

Amendments:

- Clause 5.4B.1 line 1, delete "out and maintain" and insert "the Risk".
- Clause 5.4B.1 line 2, delete "a Joint Names Policy".
- Clause 5.4B.1 line 5, delete "a Joint Names Policy for All Risks Insurance".
- Clause 5.4B.1 line 6, after "professional fees)" insert "equivalent to All Risks Insurance".
- Clause 5.4B.1 line 7, delete paragraph commencing "and shall maintain".
- Clause 5.4B.2 line 1, after "then" insert "upon discovering the said loss or damage, the Contractor shall forthwith give notice in writing both to the Architect/Contract Administrator and to the Employer of the extent, nature and location thereof and".

The amendments to Clause 5.4B have been drafted on the basis that term "Risk" means in relation to the Contractor that the Employer is responsible for loss or damage by the risks referred to above but can have recourse against the Contractor if the loss or damage to the Works and unfixed materials and goods or to the existing structures (together with the contents owned by the Employer or for which he is responsible) is caused by the negligence of the Contractor or of any sub-contractor.

SECTION 6: TERMINATION

6.7 - CONSEQUENCES OF TERMINATION UNDER CLAUSES 6.4 TO 6.6

Amendment:

- Clause 6.7.3, line 1, delete "3 months" and insert "6 months".

SECTION 7: SETTLEMENT OF DISPUTES
SECTION 8: ASSIGNMENT

Amendments:

- **Insert** new clause 8.1 "Subject to clause 8.2, neither the Employer nor the Contractor shall without the consent of the other assign this Contract or any rights thereunder."

- **Insert** new clause 8.2 "Where clause 8.2 is stated in the Contract Particulars to apply, then, in the event of transfer by the Employer of his freehold or leasehold interest in, or of a grant by the Employer of a leasehold interest in, the whole of the premises comprising the Works, the Employer may at any time after practical completion of the Works grant or assign to any such transferee or lessee the right to bring proceedings in the name of the Employer (whether by arbitration or litigation, whichever applies under this Contract) to enforce any of the terms of this Contract made for the benefit of the Employer. The assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which may arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and which are made prior to the date of any grant or assignment."
SECTION 9: MISCELLANEOUS PROVISIONS

9.1 - PERFORMANCE BOND
• If a Performance Bond is required post-tender, the Contractor shall provide a quotation to provide and thereafter maintain a Performance Bond in an amount equivalent to 10% of the Contract Sum from an approved surety and the Employer shall pay the net premium due thereunder.

9.2 - BOND OF SURETY/GUARANTEE
• Where the Contractor is part of a group of companies or the like and is not the Parent Company he shall insert the name and address of the Parent Company on the Form of Tender. The Contractor may be required to provide a Bond of Surety/Guarantee, from the Parent Company, that the Works will be completed in accordance with the terms and conditions of the Contract.

9.3 - DATA PROTECTION ACT 1998
• The Contractor hereby agrees that if the Contractor, his employees, servants or agents, including all Sub-Contractors and Suppliers, gain access in the course of the performance of this contract or otherwise to information held by the Employer and consisting of personal data within the meaning of Section 1 of the Act, such information shall remain confidential and shall not be disclosed to any other person for any reason whatever without the express authority of the Employer, and the Contractor hereby further agrees and undertakes to indemnify the Employer against any loss suffered by or claim made against the Employer from any such unauthorised disclosure.

9.4 - SOCIAL RESPONSIBILITY
• The Contractor shall in all matters arising in the performance of the Contract conform with the provisions of the statutory obligations under the various Equality, Diversity, Health and Safety legislation and any regulations made thereunder. The Employer shall be entitled at the Employer's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance. The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceeding it may suffer arising from the Contractor's failure to comply with or perform its obligations and responsibilities. The cost to the Contractor in meeting the requirements of this clause shall be included in his tender price.

9.5 - FREEDOM OF INFORMATION ACT 2000 (FOIA)
• The Contractor recognises that the Employer is subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that the Employer may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this contract in any way.
• The Contractor will assist the Employer to enable it to comply with its obligations. In particular, it acknowledges that the Employer is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Employer receives a request for information under the FOIA or any other applicable legislation governing access to information, and requests the Contractor's assistance in obtaining the information that is the subject of such request or otherwise, the Contractor will respond to any such request for assistance at its own cost and promptly, any in any event within seven days of receipt of the Employer's request.
• The Employer will not be liable for any loss, damage, cost, harm or other detriment however caused arising from the disclosure of information relating to this Contract further to its duties under the FOIA or other applicable legislation governing access to information.

9.6 - BRIBERY AND CORRUPTION
• The Employer shall be entitled to terminate this Contract with immediate effect and to recover from the Contractor the amount of any loss resulting from such termination, if:
  • the Contractor shall have offered to give or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for
having done or forborne to do any action in relation to the execution of this Contract or for showing or forbearing to show favour or disfavour to any person in relation this Contract or any other Contract with the The Employer; or

- the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor); or

- in relation to any Contract with the Employer, the Contractor or any person employed by him or acting on his behalf shall (i) have committed any offence under the Bribery Act 2010 or (ii) shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

SCHEDULE 3: SUPPLEMENTAL PROVISIONS
Amendment:
- Paragraph 3.3 line 5, after "the share" insert ", if any,".

SCHEDULE 4: PERFORMANCE BOND
- See Appendix Project Specific if Bond Applies.

EXECUTION
- The Contract: Will be executed as a deed.

JCT PUBLIC SECTOR SUPPLEMENT
- Fair Payment provisions Apply.
- Transparency provisions Apply.
- Building information modelling provisions Do not apply.
  - The BIM protocol N/A - Project Specific.
JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (MWD)
JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR’S DESIGN

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

• The work comprises: See clause A13/120.

Second - CONTRACTOR’S DESIGNED PORTION

• The Works include the design and construction of:
  - Project Specific - to be completed by CA.

Third - CONTRACT DOCUMENTS

• Contract drawings: As listed in clause A11/120.
• Contract documents: The following have been prepared which show and describe the work to be done A specification.

Fourth - PRICED DOCUMENTS

• Documents to be priced or provided by the Contractor: Contract specification.

Insert “Ninth - CONTRACTORS PROPOSALS AND CDP ANALYSIS

In response to the Employer's Requirements the Contractor has supplied to the Employer:
• documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portion (‘the Contractor's Proposals’) and;
• an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion (‘the CDP Analysis’).”.

Insert “Tenth - COUNTERPARTS

• This Agreement may be executed by the Employer and the Contractor in different counterparts.
• Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.”

THE ARTICLES

3 - ARCHITECT/ CONTRACT ADMINISTRATOR


4 and 5 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR

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

CONTRACT PARTICULARS

Fifth Recital and Schedule 2 - BASE DATE

• Base date: Project Specific - To be completed by CA.

Fifth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

• Employer at base date is a ‘contractor’ for the purposes of the CIS.
DESIGN (MWD)
Sixth Recital - CDM REGULATIONS

- The project is notifiable.

Seventh Recital - FRAMEWORK AGREEMENT

- Framework agreement: Applies.
- Details:
  - Date: Project Specific.
  - Title: Project Specific.
  - Parties: Project Specific.

Eighth Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies.
- Health and safety: Paragraph 2 applies.
- Cost savings and value improvements: Paragraph 3 applies.
- Sustainable development and environmental considerations: Paragraph 4 applies.
- Performance indicators and monitoring: Paragraph 5 applies.
- Notification and negotiation of disputes: Paragraph 6 applies.
  Where paragraph 6 applies, the respective nominees of the parties are:
  - Employer's nominee: Strategic Manager of Programme & Performance
  - Contractor's nominee: ________
  - Or such replacement as each party may notify to the other from time to time.

Ninth Recital - CONTRACTORS PROPOSALS/CDP ANALYSIS

- Comprise: To be completed by the Contractor.
- Specific Requirements: Project Specific.

Article 7 - ARBITRATION

- Article 7 and Schedule 1 apply.

Clause 1.1 - CDM PLANNING PERIOD

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

Clause 2.1.7 and Schedule 4 - PERFORMANCE BOND

- Performance Bond applies.
- Name and address of proposed surety: TO BE COMPLETED BY CONTRACTOR.

Clause 2.1.7 and Schedule 4 - PERFORMANCE BOND

- Performance Bond does not apply.

Clause 2.3 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: Project Specific.
- Date for Completion: Project Specific.

Clause 2.9 - LIQUIDATED DAMAGES

- At the rate of Project Specific per calendar week or pro-rata thereto.

Clause 2.11 - RECTIFICATION PERIOD

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

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

- Percentage: 95 per cent.

Clause 4.4 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR

- Percentage: 97½ per cent.
Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED
- Period: Three months from the date of practical completion.

Clause 4.11 and Schedule 2 - CONTRIBUTION, LEVY AND TAX CHANGES
- Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY
- Insurance cover (for any one occurrence or series of occurrences arising out of one event): Not less than £10,000,000.00.

Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS
- Clause Project Specific applies.

Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES
- Addition: 16.5 per cent.

Clause 5.6 - CONTRACTORS DESIGN PORTION (CDP) - PROFESSIONAL INDEMNITY INSURANCE
- Level of cover: Amount of indemnity required relates to claims or series of claims arising out of any one event and is £5,000,000.
- Sub-limits within the overall level of cover:
  - cover for pollution/contamination claims: £5,000,000.00.
- Expiry of required period of CDP Professional Indemnity Insurance: 6 years from the date of practical completion of the Works.

Clause 7.2 - ADJUDICATION
- The Adjudicator is: The President or Vice President.
- Nominating body: The Royal Institution of Chartered Surveyors.

CLAUSE 8.2 - ASSIGNMENT UNDER CLAUSE 8.2
- Clause 8.2 applies.

Schedule 1 paragraph 2.1 - ARBITRATION
- Appointor of Arbitrator (and of any replacement): President or a Vice president of the: Royal Institution of Chartered Surveyors.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

1.6 - NOTICES AND OTHER COMMUNICATIONS
- Amendment:
  - Insert new clause 1.6.3 "Subject to clause 6.2.3, any notice, communication or document shall be duly given or served if sent by email to such address as the recipient may from time to time notify the sender".

JCT MINOR WORKS BUILDING
SECTION 2: CARRYING OUT THE WORKS

2.1 - CONTRACTOR'S OBLIGATIONS

- Amendments:
  - Clause 2.1.5 line 1, after "necessary" insert "to allow sufficient time for any comments of the Employer to be incorporated".
  - Clause 2.1.5 line 3, after "information" insert "(Contractor's Design Documents)".
  - Clause 2.1.6, delete "7 days" and insert "of at least 14 days".
  - At end, insert new clause 2.1.7 "Where the Contract Particulars state that a Performance Bond applies, on or before the Date of Possession the Contractor shall provide to the Employer and thereafter maintain a Performance Bond in an amount equivalent to 10% of the Contract Sum in favour or the Employer from a surety approved by the Employer in the terms set out in Schedule 4.".

2.5 - CORRECTION OF INCONSISTENCIES

- Amendments:
  - Clause 2.5.2 at end, insert new paragraph "In the event of an error, omission or inconsistency between Employer's Requirements or Contractor's Proposals, the Employer's Requirements shall prevail. Any error, omission or inconsistency shall be corrected by the Contractor at no cost to the Employer.".
  - At end, insert new clause 2.5.3 "In the event of an inconsistency between the Employer's Requirements and the Contractor's Proposals, the Employer's Requirements shall prevail. Any inconsistency shall be corrected by the Contractor at his own expense after the Architect/Contract Administrator has expressed his satisfaction as to the manner in which the Contractor proposes to deal with the inconsistency.".

2.13 - COPYRIGHT AND USE

- Amendment:
  - Insert new clause 2.13.1 "Subject to all sums due and payable under this Contract to the Contractor having been paid, the Employer shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Employer to copy and use the Contractor's Design Documents for the extension of the Works.".
  - Insert new clause 2.13.2 "The Contractor shall not be liable for any use by the Employer of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.".

SECTION 3: CONTROL OF THE WORKS
SECTION 4: PAYMENT

4.3 - INTERIM PAYMENTS UP TO PRACTICAL COMPLETION

- Amendments:
  - Clause 4.3 line 1, delete "the dates occurring at intervals of 4 weeks calculated from the Date of Commencement of the Works" and insert "10 days after the date of receipt by the Architect/Contract Administrator of an Interim Application in accordance with clause 4.4A".
  - Clause 4.3 last line, delete "14 days" and insert "21 days".
  - Clause 4.3 at end, insert "Notwithstanding the provision of Clause 4.3 the Employer shall not hold the retention money in a fiduciary capacity as trustee.".

4.4 - INTERIM PAYMENTS ON AND AFTER PRACTICAL COMPLETION

- Amendments:
  - Clause 4.4 line 1, delete "7 days after the date of practical completion" and insert "15 days after the date of receipt by the Employer of an Interim Application in accordance with clause 4.4A".
  - Clause 4.4 line 8, delete "shall thereafter be issued at intervals of 2 months" and insert "shall thereafter be issued at intervals of not less than 3 months".
  - Clause 4.4 line 10, delete "14 days" and insert "21 days".

4.4A - CONTRACTOR'S INTERIM APPLICATIONS

- Insert new clause:
  - Clause 4.4A insert "In relation to each interim payment the Contractor shall make an application to the Architect/Contract Administrator (an 'Interim Application') which Interim Application shall:
    .1 be issued (in relation to payments up to practical completion) no later than 1 month after the Date for Commencement of the Works and thereafter on a monthly basis until practical completion and (in relation to payments after practical completion) no later than 7 days after the date of practical completion and thereafter at intervals of not less than 3 months;
    .2 state the sum that the Contractor considers will become due on the relevant due date in accordance with clauses 4.3 and 4.4 and the basis on which that sum has been calculated;
    .3 include all documentation reasonably required for the computation of any amount due;
    .4 be given in accordance with clause 1.6.2 or by email.

4.5 - PAYMENT - AMOUNT AND NOTICES

- Amendments:
  - Clause 4.5.2 line 1, delete from "the contractor may" to and including line 4 "In that event".
  - Clause 4.5.2 line 6, delete "Contractor's payment notice" and insert "Interim Application"
  - Clause 4.5.3, delete text of clause and insert "Number not used".
  - Clause 4.5.4 line 2, delete "Contractor's payment notice" and insert "Interim Application".
  - Clause 4.5.4 line 2, delete "5 days" and insert "2 days".

4.8 - FINAL CERTIFICATE AND FINAL PAYMENT

- Amendments:
  - Clause 4.8.1 line 3, delete "28 days" and insert "6 months".
  - Clause 4.8.2 line 1, delete "14 days" and insert "28 days".
CONTRACT WITH CONTRACTOR'S DESIGN (MWD)
SECTION 5: INJURY, DAMAGE AND INSURANCE

Additional clauses:

- 5.3.3 The Contractor's insurance shall include an indemnity to principal clause or alternatively be endorsed as follows: It is hereby declared and agreed that the Employer is interested in the insurance effected by this policy as Principal in respect of a contract made between the said employer and the said Insured Contractor as Contractor relating to (the name by which the specified contract is generally known) and dated (whatever is the date of the contract).
- 5.3.4 The Contractor shall forthwith notify the Employer and the insurers of any happening or event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the particular work, including but not limited to incidents or accidents that are notifiable to the Health and Safety Executive. The Contractor shall indemnify the Employer against any loss whatsoever which may be occasioned to the Employer by the Contractor's failure to give such notification.

CDP PROFESSIONAL INDEMNITY INSURANCE

5.6 - OBLIGATION TO INSURE
The Contractor shall:

- forthwith after this Contract has been entered into, take out (unless he has already done so) a Professional Indemnity insurance policy with a limit of indemnity of the type and in an amount not less than that stated in the Contract Particulars;
- provided it remains available at commercially reasonable rates, maintain such insurance until the expiry of the period stated in the Contract Particulars from the date of practical completion of the Works; and
- as and when reasonably requested to do so by the Employer or the Architect/Contract Administrator, produce for inspection documentary evidence that such insurance has been effected and/or is being maintained.

5.7 - INCREASED COST AND NON-AVAILIBILITY

If the insurance referred to in clause 5.6 ceases to be available at commercially reasonable rates, the Contractor shall immediately give notice to the Employer so that the Contractor and the Employer can discuss the means of best protecting the respective positions of the Employer and the Contractor in the absence of such insurance.
SECTION 5: INJURY, DAMAGE AND INSURANCE

5.3 - CONTRACTOR'S INSURANCE OF HIS LIABILITY

Additional clauses:

• 5.3.3 The Contractor's insurance shall include an indemnity to principal clause or alternatively be endorsed as follows: It is hereby declared and agreed that the Employer is interested in the insurance effected by this policy as Principal in respect of a contract made between the said employer and the said Insured Contractor as Contractor relating to (the name by which the specified contract is generally known) and dated (whatever is the date of the contract).

• 5.3.4 The Contractor shall forthwith notify the Employer and the insurers of any happening or event which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever arising out of the particular work, including but not limited to incidents or accidents that are notifiable to the Health and Safety Executive. The Contractor shall indemnify the Employer against any loss whatsoever which may be occasioned to the Employer by the Contractor's failure to give such notification.

5.4B – INSURANCE OF EXISTING STRUCTURES AND WORKS BY EMPLOYER IN JOINT NAMES

• Amendments:
  • Clause 5.4B.1 line 1, delete "out and maintain" and insert "the Risk".
  • Clause 5.4B.1 line 2, delete "a Joint Names Policy".
  • Clause 5.4B.1 line 5, delete "a Joint Names Policy for All Risks Insurance".
  • Clause 5.4B.1 line 6, after "professional fees)" insert "equivalent to All Risks Insurance".
  • Clause 5.4B.1 line 7, delete paragraph commencing "and shall maintain".
  • Clause 5.4B.2 line 1, after "then" insert "upon discovering the said loss or damage, the Contractor shall forthwith give notice in writing both to the Architect/Contract Administrator and to the Employer of the extent, nature and location thereof and".

• The amendments to Clause 5.4B have been drafted on the basis that term "Risk" means in relation to the Contractor that the Employer is responsible for loss or damage by the risks referred to above but can have recourse against the Contractor if the loss or damage to the Works and unfixed materials and goods or to the existing structures (together with the contents owned by the Employer or for which he is responsible) is caused by the negligence of the Contractor or of any sub-contractor.

CDP PROFESSIONAL INDEMNITY INSURANCE

5.6 - OBLIGATION TO INSURE

The Contractor shall:

• forthwith after this Contract has been entered into, take out (unless he has already done so) a Professional Indemnity insurance policy with a limit of indemnity of the type and in an amount not less than that stated in the Contract Particulars;

• provided it remains available at commercially reasonable rates, maintain such insurance until the expiry of the period stated in the Contract Particulars from the date of practical completion of the Works; and

• as and when reasonably requested to do so by the Employer or the Architect/Contract Administrator, produce for inspection documentary evidence that such insurance has been effected and/or is being maintained.

5.7 - INCREASED COST AND NON-AVAILIBILITY

• If the insurance referred to in clause 5.6 ceases to be available at commercially reasonable rates, the Contractor shall immediately give notice to the Employer so that the Contractor and the Employer can discuss the means of best protecting the respective positions of the Employer and the Contractor in the absence of such insurance.

SECTION 6: TERMINATION

6.7 – CONSEQUENCES OF TERMINATION UNDER CLAUSES 6.4 TO 6.6

• Amendments:
  • Clause 6.7.3 line 3, delete "3 months" and insert "6 months".

JCT MINOR WORKS BUILDING
CONTRACT WITH CONTRACTOR'S DESIGN (MWD)
SECTION 7: SETTLEMENT OF DISPUTES

SECTION 8: ASSIGNMENT

Amendments:

- **Insert** new clause 8.1 "Subject to clause 8.2, neither the Employer nor the Contractor shall without the consent of the other assign this Contract or any rights thereunder."

- **Insert** new clause 8.2 "Where clause 8.2 is stated in the Contract Particulars to apply, then, in the event of transfer by the Employer of his freehold or leasehold interest in, or of a grant by the Employer of a leasehold interest in, the whole of the premises comprising the Works, the Employer may at any time after practical completion of the Works grant or assign to any such transforee or lessee the right to bring proceedings in the name of the Employer (whether by arbitration or litigation, whichever applies under this Contract) to enforce any of the terms of this Contract made for the benefit of the Employer. The assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which may arise out of and relate to this Contract (whether or not they appear to be a derogation from the right assigned) and which are made prior to the date of any grant or assignment.".
SECTION 9: MISCELLANEOUS PROVISIONS

9.1 - PERFORMANCE BOND
• If a Performance Bond is required post-tender, the Contractor shall provide a quotation to provide and thereafter maintain a Performance Bond in an amount equivalent to 10% of the Contract Sum from an approved surety and the Employer shall pay the net premium due thereunder.

9.2 - BOND OF SURETY/GUARANTEE
• Where the Contractor is part of a group of companies or the like and is not the Parent Company he shall insert the name and address of the Parent Company on the Form of Tender. The Contractor may be required to provide a Bond of Surety/Guarantee, from the Parent Company, that the Works will be completed in accordance with the terms and conditions of the Contract.

9.3 - DATA PROTECTION ACT 1998
• The Contractor hereby agrees that if the Contractor, his employees, servants or agents, including all Sub-Contractors and Suppliers, gain access in the course of the performance of this contract or otherwise to information held by the Employer and consisting of personal data within the meaning of Section 1 of the Act, such information shall remain confidential and shall not be disclosed to any other person for any reason whatever without the express authority of the Employer, and the Contractor hereby further agrees and undertakes to indemnify the Employer against any loss suffered by or claim made against the Employer from any such unauthorised disclosure.

9.4 - SOCIAL RESPONSIBILITY
• The Contractor shall in all matters arising in the performance of the Contract conform with the provisions of the statutory obligations under the various Equality, Diversity, Health and Safety legislation and any regulations made thereunder. The Employer shall be entitled at the Employer's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance. The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceeding it may suffer arising from the Contractor's failure to comply with or perform its obligations and responsibilities. The cost to the Contractor in meeting the requirements of this clause shall be included in his tender price.

9.5 - FREEDOM OF INFORMATION ACT 2000 (FOIA)
• The Contractor recognises that the Employer is subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that the Employer may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this contract in any way.
• The Contractor will assist the Employer to enable it to comply with its obligations. In particular, it acknowledges that the Employer is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Employer receives a request for information under the FOIA or any other applicable legislation governing access to information, and requests the Contractor's assistance in obtaining the information that is the subject of such request or otherwise, the Contractor will respond to any such request for assistance at its own cost and promptly, any in any event within seven days of receipt of the Employer's request.
• The Employer will not be liable for any loss, damage, cost, harm or other detriment however caused arising from the disclosure of information relating to this Contract further to its duties under the FOIA or other applicable legislation governing access to information.

9.6 - BRIBERY AND CORRUPTION
• The Employer shall be entitled to terminate this Contract with immediate effect and to recover from the Contractor the amount of any loss resulting from such termination, if:
• the Contractor shall have offered to give or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for
CONTRACT WITH CONTRACTOR'S DESIGN (MWD)
having done or forbears to do any action in relation to the execution of this Contract or for showing or forbearing to show favour or disfavour to any person in relation this Contract or any other Contract with the Employer; or
• the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor); or
• in relation to any Contract with the Employer, the Contractor or any person employed by him or acting on his behalf shall (i) have committed any offence under the Bribery Act 2010 or (ii) shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

SCHEDULE 3: SUPPLEMENTAL PROVISIONS
Amendment:
• Paragraph 3.3 line 5, after "the share" insert ", if any,"

SCHEDULE 4: PERFORMANCE BOND
See Appendix Project Specific.

EXECUTION
• The Contract: Will be executed as a deed.