

PDRS - LIFT MAINT.

# Contents

## Articles of Agreement

### Recitals

#### Articles

- Article 1: Contractor's obligations
- Article 2: Payment
- Article 3: Contract Administrator
- Article 4: CDM Co-ordinator
- Article 5: Principal Contractor
- Article 6: Adjudication
- Article 7: Arbitration
- Article 8: Legal proceedings

### Contract Particulars

### Attestation

### Conditions

#### Section 1 Definitions and Interpretation

- 1.1 Definitions
- 1.2 Agreement etc. to be read as a whole
- 1.3 Headings, references to persons, legislation etc.
- 1.4 Reckoning periods of days
- 1.5 Contracts (Rights of Third Parties) Act 1999
- 1.6 Notices and other communications
- 1.7 Applicable law

#### Section 2 Carrying out Work

- 2.1 Contractor's obligations
- 2.2 Materials, goods and workmanship
- 2.3 Rights of Employer
- 2.4 Size and duration of Orders
- 2.5 Value of work to be carried out under this Contract
- 2.6 Orders – completion
- 2.7 Programme
- 2.8 Divergences from Statutory Requirements
- 2.9 Fees or charges
- 2.10 Extension of time
- 2.11 Order Completion Date
- 2.12 Defects

#### Section 3 Control of Work

- 3.1 Assignment
- 3.2 Sub-contracting
- 3.3 Contractor's representative
- 3.4 Access to the Site
- 3.5 Variations
- 3.6 Cancellation of an Order
- 3.7 Exclusion from the Site
- 3.8 Non-compliance with instructions
- 3.9 Undertakings to comply
- 3.10 Appointment of successors

#### Section 4 Payment

- 4.1 VAT
- 4.2 Construction Industry Scheme (CIS)



- 4.3 Progress payments
- 4.4 Final payment where Contract Administrator measures and values Orders
- 4.5 Final payment where Contractor measures and values Orders
- 4.6 Payments – final date and amount
- 4.7 Contractor's right of suspension

## **Section 5 Measurement and Valuation**

- 5.1 Definition of Variations
- 5.2 Measurement and Valuation – responsibility
- 5.3 Valuation – measurement
- 5.4 Valuation – daywork
- 5.5 Derived rates
- 5.6 Rates – Fluctuations
- 5.7 Overtime work
- 5.8 Interruption of work – unproductive costs

## **Section 6 Injury, Damage and Insurance**

- 6.1 Liability of Contractor – personal injury or death
- 6.2 Liability of Contractor – injury or damage to property
- 6.3 Injury or damage to property – work and Site Materials excluded
- 6.4 Contractor's insurance of his liability
- 6.5 Excepted Risks
- 6.6 Related definitions
- 6.7 Insurance of existing structures
- 6.8 Evidence of insurance
- 6.9 All Risks Insurance of work or supply comprised in Orders
- 6.10 Insurance documents – failure by Contractor to insure
- 6.11 Use of Contractor's annual policy – as alternative
- 6.12 Notification of occupation and use
- 6.13 Loss or damage, insurance claims and Contractor's obligations
- 6.14 Terrorism Cover – policy extensions and premiums
- 6.15 Terrorism Cover – non-availability – Employer's options

## **Section 7 Break Provision – Rights of each Party**

- 7.1 Break notice
- 7.2 Existing and subsequent Orders

## **Section 8 Termination for Default, etc.**

- 8.1 Meaning of insolvency
- 8.2 Notices under section 8
- 8.3 Other rights, reinstatement
- 8.4 Default by Contractor
- 8.5 Insolvency of Contractor
- 8.6 Corruption
- 8.7 Default by Employer
- 8.8 Insolvency of Employer
- 8.9 Termination by Employer – valuation, certificate and payment
- 8.10 Termination by Contractor – account and payment

## **Section 9 Settlement of Disputes**

- 9.1 Mediation
- 9.2 Adjudication
- 9.3 Arbitration – Conduct of arbitration
- 9.4 Notice of reference to arbitration
- 9.5 Powers of Arbitrator
- 9.6 Effect of award
- 9.7 Appeal – questions of law
- 9.8 Arbitration Act 1996

## **Schedule Supplemental Provisions**

# Articles of Agreement

**This Agreement** is made the \_\_\_\_\_ 20 \_\_\_\_\_

**Between The Employer THE ROYAL BOROUGH OF KENSINGTON AND  
CHELSEA TENANT MANAGEMENT ORGANISATION LIMITED**

(Company No. 3048135)<sup>[1]</sup>

of/whose registered office is at The Network Hub, Unit A, 292 Kensal Road, London W10 5BE

**And The Contractor PDERS Lifts Limited**

(Company No. 147366)<sup>[1]</sup>

of/whose registered office is at Express House, 100 Rolt Street, Deptford, London SE8 5NN

<sup>[1]</sup> Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.



## Recitals

### Whereas

- First** the Employer requires maintenance and minor works to be carried out in:
- The properties referred to in the Tender Documents ('the Contract Area') in accordance with the details set out or referred to in the Contract Particulars;
- Second** the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** the Employer has appointed a CDM Co-ordinator pursuant to regulation 14(3) of the CDM Regulations to ensure that, where so required by those regulations, a Construction Phase Plan which complies with their requirements is prepared in respect of each project to which an Order relates and that that plan is provided to the Contractor before the commencement of construction work under the relevant Order;
- Fifth** the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;
- Sixth** the Supplemental Provisions identified in the Contract Particulars apply;

## Articles

### Now it is hereby agreed as follows

#### Article 1: Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

#### Article 2: Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 11), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 12 and 13).

#### Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is

The person notified to the Contractor by the Employer

of \_\_\_\_\_

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.10.1 of the Conditions.

#### Article 4: CDM Co-ordinator

The CDM Co-ordinator for the purposes of the CDM Regulations is the Contract Administrator

(or) [2] Pelling LLP, 24 Widmore Road, Bromley, Kent BR1 1RY ?

of \_\_\_\_\_

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

#### Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or) [2] \_\_\_\_\_

of \_\_\_\_\_

or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

#### Article 6: Adjudication

[2] Insert the name of the CDM Co-ordinator only where the Contract Administrator is not to fulfil that role, and that of the Principal Contractor only if that is to be a person other than the Contractor.

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

## Article 7: Arbitration

Where Article 7 applies<sup>3</sup>, then, subject to Article 6 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 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are:

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

## Article 8: Legal proceedings<sup>[3]</sup>

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

[3] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars must state that Article 7 and clauses 9-3 to 9-8 apply and the words "do not apply" must be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1-7).



## Contract Particulars

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

### 1 Properties and description of the types of work (First Recital)

- 1 List of properties in the Contract Area in respect of which Orders may be issued:

As stated in the Tender documents.

- 2 Description of the types of work for which Orders may be issued<sup>[4]</sup>:

As stated in the Tender documents.

### 2 Supplemental Provisions (Sixth Recital and Schedule)

Supplemental Provisions  
(Where neither entry against an item below is  
deleted, the relevant paragraph applies.)

Collaborative working

\* Paragraph 1  
applies/~~does not~~ apply

Health and safety

\* Paragraph 2  
applies/~~does not~~ apply

Cost savings and value improvements

\* Paragraph 3  
applies/~~does not~~ apply

Sustainable development and environmental  
considerations

\* Paragraph 4  
applies/~~does not~~ apply

Performance Indicators and monitoring

\* Paragraph 5  
applies/~~does not~~ apply

Notification and negotiation of disputes

\* Paragraph 6  
applies/~~does not~~ apply

Where paragraph 6 applies, the respective  
nominees of the Parties are

Employer's nominee  
Contract Manager

Contractor's nominee

<sup>[4]</sup> Where the National Schedule of Rates is to apply (see items 11.1 and 11.2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 11.2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

To Be Advised

or such replacement as each Party may  
notify to the other from time to time

**3 Contract Period<sup>[5]</sup>**  
(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be 5 year(s)/month(s) commencing on the date of  
Award, with an option to extend by a further 2 years.

**4 Arbitration**  
(Article 7)

*(If neither entry is deleted, Article 7 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 must be stated that Article 7 and clauses 9.3 to 9.8 apply.)<sup>[6]</sup>*

Article 7 and clauses 9.3 to 9.8 (Arbitration)  
\* apply/do not apply

**5 Orders – minimum and maximum value**  
(Clause 2.4)

Minimum value of any one Order to be issued

£ \_\_\_\_\_ (words There is no minimum value of any order)

Maximum value of any one Order to be issued

£ \_\_\_\_\_ (words There is no maximum value of any order)

**6 Orders – value of work to be carried out**  
(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

\* £ \_\_\_\_\_ (words As stated in the Tender documents) per annum/  
\* £ \_\_\_\_\_ (words As stated in the Tender documents) for the Contract  
Period \_\_\_\_\_

**7 Orders – priority coding<sup>[7]</sup>** (Clause 2.6) As  
stated in the Tender  
documents.

**8 Construction Industry Scheme (CIS)**  
**The Employer is a Contractor for  
the purposes of the Construction  
Industry Scheme (Clause 4.2)**

[5] The period is envisaged as normally being at least one year.

[6] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3].

[7] To be completed if the Employer requires; as an example the code might be:

- 'A': response time to be 4 hours;
- 'B': to be commenced within 2 days;
- 'C': to be commenced within 14 days;
- 'D': to be commenced as agreed.



The Employer at the commencement of the Contract Period

- \* is a 'contractor' /
- \* ~~is not a 'contractor'~~

for the purposes of the CIS

#### 9 Progress payments

The majority of payments will be made on a monthly basis. (Clause 4.3.1)

Estimated value of an Order above which progress payments can be applied for  
(If none is stated, it is £2,500.)

£5,000 ?

#### 10 Responsibility for measurement and valuation (Clause 5.2)

(Unless one of the three options opposite is selected and, if relevant, an estimated value specified, the Contract Administrator shall measure and value all Orders.)

- \* The Contract Administrator shall measure and value all Orders/
- \* The Contract Administrator shall measure and value each Order with an estimated value of £ \_\_\_\_\_ or more; the Contractor shall measure and value all other Orders/
- \* The Contractor shall measure and value all Orders

#### 11 Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2)

##### 1 The Schedule of Rates is

- \* the National Schedule of Rates/
- \* As set out in the Tender documents subject to adjustment in line with the provisions of the Invitation to Tender.  
(Identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by \_\_\_\_\_  
\* the addition/  
\* the deduction

of the Adjustment Percentage, which is \_\_\_\_\_ per cent

##### 2 Where the Schedule of Rates is the National Schedule of Rates the version(s) identified opposite are to apply:

- \* National Schedule of Rates (Building Works)/
- \* National Schedule of Rates (Access Audit)/
- \* National Schedule of Rates (Electrical Services in Buildings)/
- \* National Schedule of Rates (Mechanical Services in Buildings)/
- \* National Schedule of Rates (Painting and Decorating)/
- \* National Schedule of Rates (Roadworks)/
- \* National Housing Maintenance Schedule

##### 3 Rates – Fluctuations

Clause 5.6.1

- \* applies/

[8] Delete all versions that do not apply. See also footnote [4].

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

\* does not apply

#### 4 Basis and dates of revision

(Not applicable where the National Schedule of Rates applies)

Where clause 5-6-1 applies, the basis on which the Schedule of Rates is to be revised under clause 5-6-1-2

(If no basis is identified the rates remain fixed for all Orders.)

\* is as follows/

\* is set out in the following document

Where clause 5-6-1 applies, the dates as at which the Schedule of Rates is to be revised are

(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year.)

## 12 Daywork

(Clauses 5-4, 5-6-3 and 5-6-4)

### 1 Valuation – percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials As quoted per cent

Overheads and profit on Plant, Services and Consumable Stores As quoted per cent

Overheads and profit on Sub-Contractors As quoted per cent

### 2 Revision of Schedule of Hourly Charges

Clause 5-6-3

(Unless 'applies' is deleted, the clause shall be deemed to apply.)

\* applies/

\* does not apply

(Where clause 5-6-3 applies) the annual revision date (if other than 1 August) is

(Where clause 5-6-3 applies) the basis of revision of hourly charges, if not set out in the Schedule of Hourly Charges<sup>[9]</sup>

\* is as follows/

\* is set out in the following document

<sup>[9]</sup> If clause 5-6-3 applies but the basis of revision is not set out in the Schedule of Hourly Charges or identified, clause 5-6-5 will apply.



**13 Overtime work**  
(Clause 5.7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is  
(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)

Not applicable

**14 Insurance**  
(Clauses 6.4.1.2, 6.9, 6.11 and 6.14)

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

£10,000,000

2 Percentage to cover professional fees

15 per cent

3 Annual renewal date of insurance as supplied by the Contractor

Contractor to confirm

4 Terrorism Cover – details of the required cover  
(State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required.)

Pool Re-cover is required.

**15 Break Provisions – Employer or Contractor** (Clause 7.1)

The period of notice, if less than 13 weeks, is

Not applicable

**16 Settlement of Disputes**  
(Clauses 9.2, 9.3 and 9.4.1)

**Adjudication**<sup>[10]</sup>

The Adjudicator is

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)<sup>[11]</sup>

(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)

\* ~~Royal Institute of British Architects~~

\* ~~The Royal Institution of Chartered Surveyors~~

\* ~~constructionadjudicators.com~~<sup>[12]</sup>

\* ~~Association of Independent Construction Adjudicators~~<sup>[13]</sup>

\* ~~Chartered Institute of Arbitrators~~

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

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

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

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



## Arbitration<sup>[14]</sup>

Appointor of Arbitrator (and of any replacement)<sup>[15]</sup>

*(If no appointor is selected, the appointor shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.)*

~~President or a Vice President:~~

\* ~~Royal Institute of British Architects~~

\* The Royal Institution of Chartered Surveyors

~~\* Chartered Institute of Arbitrators~~

**DRAFT**

[14] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and clauses 9:3 to 9:8 (Arbitration) apply.

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

*Execution under hand***As witness**the hands of the Parties  
or their duly authorised representativesSigned by or on behalf of the  
Employer

---

in the presence of:

---

*witness' signature*

---

*witness' name*

---

*witness' address*  

---

Signed by or on behalf of the  
Contractor

---

in the presence of:

---

*witness' signature*

---

*witness' name*

---

*witness' address*  

---

## Attestation

### Note on Execution

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

## Execution under hand

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

### Execution as a Deed

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

### ~~Other forms of Attestation~~

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



## Notes on Execution as a Deed

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

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

Execution as a Deed

## Executed as a Deed by the Employer

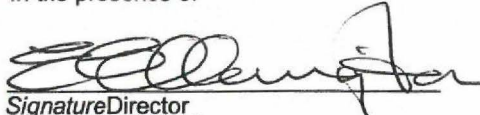
namely, **THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA TENANT MANAGEMENT ORGANISATION**(A) ~~acting by a Director and the Company Secretary/two Directors of the company 2,3~~

and


~~(Print name of signatory)~~~~(Print name of signatory)~~~~Signature~~~~Director~~~~Signature~~~~Company Secretary/Director~~

(B) by affixing hereto the common seal of the company/other body corporate 2,4

in the presence of

  
Signature Director  
Signature

Company Secretary/Director

  
[Common seal of company](C) ~~by attested signature of a single Director of the company 2,5~~~~Signature~~~~Director~~

in the presence of

Witness' signature

(Print name)

Witness' address

(D) by attested signature of the individual :

Signature

in the presence of

Witness' signature

(Print name)

Witness' address

Note:

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

Execution as a Deed

## Executed as a Deed by the Contractor

namely PDRS

- (A) acting by a Director and the Company Secretary/two Directors of the company 2,3

Paul Dione  
(Print name of signatory)  
[Signature]  
Signature Director

and

PAUL HOLSON  
(Print name of signatory)  
[Signature]  
Signature Company Secretary/Director

- (B) by affixing hereto the common seal of the company/other body corporate 2,4

in the presence of

[Signature]  
Signature Director

[Signature]  
Signature Company Secretary/Director

[Common seal of company]

- (C) by attested signature of a single Director of the company 2,5

[Signature]  
Signature Director

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

- (D) by attested signature of the individual 6

[Signature]  
Signature

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

Note:

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



# Conditions

## Section 1 Definitions and Interpretation

### Definitions

- 1-1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

#### Word or phrase

#### Meaning

Adjudicator:

an individual appointed under **clause 9-2** as the Adjudicator.

Adjustment Percentage:

the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the **Contract Particulars (item 11-1)** (which shall not apply to any valuation of an Order or a part of it as daywork).

Agreement:

the Articles of Agreement to which these Conditions are annexed, consisting of the Recitals, the Articles and the **Contract Particulars**.

All Risks Insurance:

see **clause 6-6**.

Arbitrator:

an individual appointed under **clause 9-4** as the Arbitrator.

Article:

an article in the **Agreement**.

Business Day:

any day which is not a Saturday, a Sunday or a Public Holiday.

CDM Co-ordinator:

the Contract Administrator or other person named in **Article 4** or any successor appointed by the Employer.

CDM Regulations:

the Construction (Design and Management) Regulations 2007.

Conditions:

the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedule hereto.

Construction Industry Scheme (or 'CIS'):

the Construction Industry Scheme under the Finance Act 2004.

Construction Phase Plan:

the plan prepared by the Principal Contractor, where the project is notifiable under the CDM Regulations and in order to comply with regulation 23, including any updates and revisions.

Contract Administrator:

the person named in **Article 3** or any successor nominated or otherwise agreed under **clause 3-10-1**.

Contract Area:

see the **First Recital**.

Contract Documents:

the Agreement, these Conditions and the Schedule of Rates.

Contract Particulars:

the particulars in the **Agreement** and there described as such, as completed by the Parties.

Contract Period:

subject to **clause 7-1**, the period stated in the **Contract Particulars (item 3)**.

Contractor:

the person named as Contractor in the **Agreement**.

Contractor's Persons:

the Contractor's employees and agents, all other persons

employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.

Employer:	the person named as Employer in the <b>Agreement</b> .
Employer's Persons:	all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.
Excepted Risks:	see <b>clause 6-6</b> .
Insolvent:	see <b>clause 8-1</b> .
Interest Rate:	a rate 5% per annum above the official dealing rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Joint Names Policy:	see <b>clause 6-6</b> .
National Schedule of Rates:	the National Schedule of Rates (Building Works) and/or such alternative version of the National Schedule of Rates (published by NSR Management Ltd on behalf of the Construction Confederation and SCQS Ltd.) identified in the <b>Contract Particulars (item 11-2)</b> .
Order:	the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.
Order Completion Date:	see <b>clause 2-11</b> .
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
Principal Contractor:	the Contractor or other contractor named in <b>Article 5</b> or any successor appointed by the Employer.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. <sup>[16]</sup>
Recitals:	the recitals in the <b>Agreement</b> .
Schedule of Hourly Charges:	see <b>clause 5-4-1</b> .
Schedule of Rates:	the schedule of rates identified in the <b>Contract Particulars (item 11)</b> , together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.
Scheme:	Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.
Site:	the building(s) and/or land within the Contract Area to which an Order relates.
Site Materials:	all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.
Specified Perils:	see <b>clause 6-6</b> .

[16] Amend as necessary if different Public Holidays are applicable.



Statutory Requirements:	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.
Statutory Undertaker:	any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.
Terrorism Cover:	see clause 6.6.
Variation:	see clause 5.1.
VAT:	Value Added Tax.

#### **Agreement etc. to be read as a whole**

- 1.2 The Agreement and these Conditions are to be read as a whole but nothing contained in the Schedule of Rates or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

#### **Headings, references to persons, legislation etc.**

- 1.3 In the Agreement and these Conditions, unless the context otherwise requires:
- 1 the headings are included for convenience only and shall not affect the interpretation of this Contract;
  - 2 the singular includes the plural and vice versa;
  - 3 a gender includes any other gender;
  - 4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
  - 5 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 including corresponding legislation in any other relevant part of the United Kingdom.

#### **Reckoning periods of days**

- 1.4 Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

#### **Contracts (Rights of Third Parties) Act 1999**

- 1.5 Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

#### **Notices and other communications**

- 1.6
- 1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
  - 2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (where a body corporate) its registered or principal office.

#### **Applicable law**