Contents

	Agreement	Page 1	2.8	Construction information
	Recitals	2	2.9	Site boundaries
		_		Discrepancies and Divergences
1	Articles Contractor's obligations	3	2.10	Divergence in Employer's Requirements and definition of site boundary
2	Contract Sum		2.11	Preparation of Employer's Requirements
3	Employer's Agent		2.12 2.13	Employer's Requirements – inadequacy Notice of discrepancies etc.
4	Employer's Requirements and Co Proposals	ntractor s	2.14	Discrepancies in documents
5	Principal Designer		2.15	Divergences from Statutory Requirements
6 7 8	Principal Contractor Adjudication Arbitration		2.16	Emergency compliance with Statutory Requirements
9	Legal proceedings		2.17	Design Work – liabilities and limitation
	Contract Particulars	6		Fees, Royalties and Patent Rights
	Attestation	18	2.18 2.19	Fees or charges legally demandable Patent rights and royalties – Contractor's indemnity
	Conditions	25	2.20	Patent rights – Instructions
Section 1	Definitions and Interpretation	25		Unfixed Materials and Goods – property, risk etc.
1.1	Definitions		2.21	Materials and goods – on site
	Interpretation		2.22	Materials and goods – off site
1.2	Reference to clauses etc.			Adjustment of Completion Date
1.3	Agreement etc. to be read as a w		2.23	Related definitions and interpretation
1.4	Headings, references to persons,		2.24	Notice by Contractor of delay to progress
1.5	legislation etc. Reckoning periods of days		2.25	Fixing Completion Date
1.6	Contracts (Rights of Third Parties 1999) Act	2.26	Relevant Events
1.7 1.8	Notices and other communications Effect of Final Statement			Practical Completion, Lateness and Liquidated Damages
1.9	Effect of payments other than pay	ment of	2.27	Practical completion
1.10	Final Statement Consents and approvals		2.28	Non-Completion Notice
1.11	Applicable law		2.29	Payment or allowance of liquidated damages
Section 2	Carrying out the Works	32		Partial Possession by Employer
	Contractor's Obligations		2.30	Contractor's consent
	_		2.31 2.32	Practical completion date Defects etc. – Relevant Part
2.1	General obligations		2.33	Insurance – Relevant Part
2.2	Materials, goods and workmansh	р	2.34	Liquidated damages – Relevant Part
	Possession			Defects
2.3	Date of Possession – progress		2.35	Schedules of defects and instructions
2.4 2.5	Deferment of possession Early use by Employer		2.36	Notice of Completion of Making Good
2.6	Work not forming part of the Cont	ract		
-				Contractor's Design Documents
	Supply of Documents, Setting (Out etc.	2.37	As-built Drawings
2.7	Contract Documents		2.38	Copyright and use

Section 3	Control of the Works	42	4.17	Retention Bond
			4.18	Retention – amounts and periods
	Access and Representatives			
	·			Loss and Expense
3.1	Access for Employer's Agent			·
3.2	Site Manager		4.19	Matters materially affecting regular progress
			4.20	Notification and ascertainment
	Sub-Contracting		4.21	Relevant Matters
	Sub-contracting		4.22	Amounts ascertained – addition to Contract Sum
0.0	0 11 1 1 1			
3.3	Consent to sub-contracting		4.23	Reservation of Contractor's rights and remedies
3.4	Conditions of sub-contracting			
			4.24	Final Statement and Final Payment
	Employer's Instructions			
			Section 5	Changes 56
3.5	Compliance with instructions			
3.6	Non-compliance with instructions			General
3.7	Instructions other than in writing			
3.8	Provisions empowering instructions		5.1	Definition of Changes
3.9	Instructions requiring Changes		5.2	Valuation of Changes and provisional sum work
3.10	Postponement of work		5.3	Giving effect to Valuations, agreements etc.
3.11	Instructions on Provisional Sums			
3.12	Inspection – tests			The Valuation Rules
3.13	Work not in accordance with the Conti			
3.14	Workmanship not in accordance with t	the	5.4	Measurable Work
	Contract		5.5	Daywork
3.15	Antiquities		5.6	Change of conditions for other work
			5.7	Additional provisions
3.16	CDM Regulations		•	, tadinonal provisions
5.10	ODM Regulations		Section 6	Injury, Damage and Insurance 59
Section 4	Payment	47	Occilon 0	mjary, Bamage and mountainee
Occilon 4	i dynnent	77		Personal Injury and Property Damage
	Contract Sum and Adjustments			reisonal injury and Property Damage
	Contract Sum and Adjustinents		C 1	Contractor's lightility and and injury or double
4.4	A II		6.1	Contractor's liability – personal injury or death
4.1	Adjustment only under the Conditions		6.2	Contractor's liability – loss, injury or damage to
4.2	Items included in adjustments			property
4.3	Taking adjustments into account		6.3	Loss or damage to Existing Structures or their
				contents
	Taxes			
				Insurance against Personal Injury and
4.4	VAT			Property Damage
4.5	Construction Industry Scheme (CIS)			
	, ,		6.4	Contractor's insurance of his liability
	Payments and Notices – general		6.5	Contractor's insurance of liability of Employer
	provisions		6.6	Excepted Risks
	providione		0.0	Excepted Mono
4.6	Advance payment			Insurance of the Works and Existing
4.7	Interim Payments – Contractor's Interi	m		Structures
4.7		111		Structures
	Payment Applications, due dates and		0.7	
	Payment Notices		6.7	Insurance Options and period
4.8	Relevant statement and Final Paymer	nt	6.8	Related definitions
	Notice		6.9	Sub-contractors – Specified Perils cover under
4.9	Interim and final payments – final date	and		Works Insurance Policies
	amount		6.10	Terrorism Cover – policy extensions and
4.10	Pay Less Notices and other general			premiums
	provisions		6.11	Terrorism Cover – non-availability – Employer's
4.11	Contractor's right of suspension			options
	Contractor o right or edoponoion		6.12	Evidence of insurance
	Interim Dovmente estaulation of a	umo	6.13	
	Interim Payments – calculation of s	ullia	0.13	Loss or damage – insurance claims and
	due		C 14	reinstatement
4.40	O		6.14	Loss or damage to Existing Structures – right of
4.12	Gross Valuation – Alternative A			termination
4.13	Gross Valuation – Alternative B			
4.14	Sums due as Interim Payments			Professional Indemnity Insurance
4.15	Listed Items		6.15	Obligation to insure
			6.16	Increased cost and non-availability
	Retention			•
	Rules on treatment of Retention			

	Joint Fire Code – compliance		Section 9	Settlement of Disputes	76
6.17 6.18	Application of clauses Compliance with Joint Fire Code		9.1	Mediation	
6.19	Breach of Joint Fire Code – Remedial Measures		9.2	Adjudication	
6.20	Joint Fire Code – amendments/revisions			Arbitration	
Section 7	Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties	7	9.3 9.4 9.5 9.6	Conduct of arbitration Notice of reference to arbitration Powers of Arbitrator Effect of award	
	Assignment		9.7 9.8	Appeal – questions of law Arbitration Act 1996	
7.1 7.2	General Rights of enforcement			Outrodulo	
7.3	Performance Bonds and Guarantees		Sabadula 1	Schedules Pagin Submission Brasadura	78
	Clauses 7A to 7E – Preliminary			Design Submission Procedure	
7.4 7.5 7.6	Rights Particulars Notices Execution of Collateral Warranties		Part 1 Part 2	Supplemental Provisions	80
	Third Party Rights from Contractor		Schedule 3	Insurance Options	86
7A 7B	Rights for Purchasers and Tenants Rights for a Funder			Insurance Option A (New Buildings – All Risks Insurance of the	
	Collateral Warranties from Contractor			Works by the Contractor) Insurance Option B (New Buildings – All Risks Insurance of the	
7C	Contractor's Warranties – Purchasers and Tenants	t		Works by the Employer) Insurance Option C	
7D 7E	Contractor's Warranty – Funder Third Porty Rights and Colleteral			(Joint Names Insurance by the Employer of Existing Structures and Works in or Extension	
<i>/</i> L	Third Party Rights and Collateral Warranties from Sub-Contractors		to them)		
Section 8	Termination 7	0			89
	General			Third Party Rights	90
8.1 8.2	Meaning of insolvency Notices under section 8		Part 1: Part 2:	Third Party Rights for Purchasers and Tenar Third Party Rights for a Funder	าเร
8.3	Other rights, reinstatement		Schedule 6	Forms of Bonds	95
	Termination by Employer		Part 1: Part 2:	Advance Payment Bond Bond in respect of payment for off-site mater	rials
8.4 8.5	Default by Contractor Insolvency of Contractor		Part 3:	and/or goods Retention Bond	
8.6	Corruption and regulation 73(1)(b) of the PC Regulations		Schedule 7	JCT Fluctuations Option A	104
8.7	Consequences of termination under clauses 8.4 to 8.6			(Contribution, levy and tax fluctuations)	
8.8	Employer's decision not to complete the Works				
	Termination by Contractor				
8.9 8.10	Default by Employer Insolvency of Employer				
8.11	Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations				
8.12	Consequences of Termination under clauses 8.9 to 8.11, etc.				