Contents

	Agreement	Page 1		Possession
	Recitals	2	2.4 2.5	Date of Possession – progress Deferment of possession
	Articles	4	2.6 2.7	Early use by Employer Work not forming part of the Contract
1 2 3	Management Contractor's obligation Payment by the Employer Architect/Contract Administrator	าร	2.1	Supply of Documents, Setting Out etc.
4 5 6	Quantity Surveyor Consultant Team Principal Designer		2.8 2.9 2.10	Contract Documents Levels and setting out of the Project Further drawings, details and instructions
7	Principal Contractor Project Cost Plan			Errors, Discrepancies and Divergences
9 10 11 12	Documents for Works Contracts etc Adjudication Arbitration Legal proceedings		2.11 2.12 2.13	Notice of discrepancies etc. Divergences from Statutory Requirements Emergency compliance with Statutory Requirements
	Contract Particulars	7		·
Part 1:	General			Unfixed Materials and Goods – property, risk etc.
Part 2:	Supplemental Particulars		2.14	Materials and goods – on site
	Attestation	22	2.15	Materials and goods – off site
				Adjustment of Completion Date
	Conditions	29	2.16	Related definitions and interpretation
Section 1	Definitions and Interpretation	29	2.17	Notice by Management Contractor of delay to progress
1.1	Definitions		2.18 2.19	Fixing Completion Date Relevant Project Events
	Interpretation		2.20	Extensions of time – Works Contracts
1.2 1.3	Reference to clauses etc. Agreement etc. to be read as a who			Practical Completion, Lateness and Liquidated Damages
1.4	Headings, references to persons, le etc.	gislation	2.21 2.22	Practical completion and certificates Non-Completion Certificates
1.5 1.6	Reckoning periods of days Contracts (Rights of Third Parties)	Act 1999	2.23 2.24	Payment or allowance of liquidated damages Practical completion – Works Contracts
1.7 1.8	Notices and other communications Issue of Architect/Contract Administ certificates	trator's	2.21	Partial Possession by Employer
1.9 1.10	Effect of Final Certificate Effect of certificates other than Fina Certificate	I	2.25 2.26	Management Contractor's consent Practical completion date
1.11 1.12	Consents and approvals Applicable law		2.27 2.28 2.29	Defects etc. – Relevant Part Insurance – Relevant Part Liquidated damages – Relevant Part
Section 2	Carrying out the Project	37		Defects
	Management Contractor's Obliga	tions	2.30	Schedules of defects and instructions
2.1 2.2 2.3	Pre-Construction Period Notice to Proceed Construction Period		2.31 2.32	Certificate of Making Good Works Contractor notices

Section 3	Control of the Project	47	4.13 4.14	Pay Less Notices and other general provisio Management Contractor's right of suspensio	
	Access and Representatives			Retention	
3.1	Access to the Project				
3.2	Access to documentation		4.15	Rules on treatment of Retention	
3.3	Management		4.16	Retention - amounts, periods and Retention	1
3.4	Clerk of works			Bonds	
3.5	Replacement of Architect/Contract				
	Administrator or Quantity Surveyor		4.17	Final Certificate and Final Payment	
	Works Contractors and Sub-Contra	cting	Section 5	Works Contracts	58
3.6	Selection of Works Contractors			Breach of Works Contract by Works	
3.7	Works Contracts – Management			Contractor	
0	Contractor's obligations				
3.8	Sub-contracting of Services		5.1	Management Contractor's obligations	
5.0	Sub-contracting of Services		5.2	Payments by Employer and recoveries	
	Architect/Contract Administrator's		5.2	Fayments by Employer and recoveries	
	Instructions			Alleged Breach by Management Contractor	
3.9	Compliance with instructions		5.3	Action by Management Contractor	
3.10	Instructions other than in writing		5.4	Reimbursement by Employer	
			3.4	Reimbursement by Employer	
3.11	Provisions empowering instructions			Lancard Francisco and Transfer Alica	
3.12	General obligation of Architect/Contract Administrator	I		Loss and Expense and Termination	
3.13	Project Changes and Works Contract		5.5	Loss and/or expense under Works Contracts	s —
	Variations			ascertainment	
3.14	Postponement of work		5.6	Termination of Works Contractor's employment	ent
3.15	Instructions on Provisional Sums				
3.16	Acceleration		Section 6	Injury, Damage and Insurance	61
3.17	Inspection – tests			3	
3.18	Work not in accordance with the Contr	act		Personal Injury and Property Damage	
3.19	Workmanship not in accordance with t			r oroonar mjary and r roporty Damago	
5.15	Contract	116	6.1	Management Contractor's liability – personal	1
2 20	Instructions on defects etc.		0.1		1
3.20			6.0	injury or death	w v
3.21	Executed work		6.2	Management Contractor's liability – loss, injur	ry or
3.22	Antiquities			damage to property	
			6.3	Loss or damage to Existing Structures or the	eir
3.23	CDM Regulations			contents	
Section 4	Payment	52		Insurance against Personal Injury and	
	Amounto and Calculation			Property Damage	
	Amounts and Calculation		0.4	Management Control to do and Management	
			6.4	Management Contractor's and Works	
4.1	General			Contractors' liability insurance	
4.2	Management Fee and adjustment		6.5	Management Contractor's insurance of liabili	ity of
4.3	Ascertainment of Prime Cost			Employer	
4.4	Taking adjustments into account		6.6	Excepted Risks	
	Taxes			Insurance of the Project and Existing	
				Structures	
4.5	VAT				
4.6	Construction Industry Scheme (CIS)		6.7	Insurance Options and period	
1.0	Conditional madely Conomic (Cic)		6.8	Related definitions	
	Payments, Certificates and Notices	_	6.9	Works Contractors – Specified Perils cover	
		_	0.9		
	general provisions		C 10	under Project Insurance Policies etc.	
			6.10	Terrorism Cover – policy extensions and	
4.7	Interim payments – due dates		0.4.	premiums	
4.8	Amounts due as interim payments –		6.11	Terrorism Cover – non-availability – Employe	er's
	Pre-Construction Period			options	
4.9	Amounts due as interim payments –		6.12	Evidence of insurance	
	Construction Period		6.13	Loss or damage – insurance claims and	
4.10	Interim Certificates and statements		-	reinstatement	
4.11			0.44		nt of
1.11	Management Contractor's Payment		h 14	TOSS OF DAMBOR TO EXISTING STUTCHINGS = 1000	
	Management Contractor's Payment		6.14	Loss or damage to Existing Structures – rightermination	11 01
4 12	Applications and Payment Notices	and	6.14	termination	11 01
4.12		and	6.14		11 01

	Professional Indemnity Insurance		8.12	Termination by either Party and regulation 73(1)(a) and 73(1)(c) of the PC Regulation	
6.15 6.16	Obligation to insure Increased cost and non-availability		8.13	Consequences of Termination under clau 8.4, 8.10 to 8.12, etc.	ses
	Joint Fire Code – compliance		Section 9	Settlement of Disputes	80
6.17 6.18	Application of clauses Compliance with Joint Fire Code		9.1	Mediation	00
6.19	Breach of Joint Fire Code – Remedial Measures		9.2	Adjudication	
Section 7	Assignment, Performance Bonds and Guarantees, Third Party Rights and	I		Arbitration	
	Collateral Warranties	69	9.3	Conduct of arbitration	
			9.4	Notice of reference to arbitration	
	Assignment		9.5	Powers of Arbitrator	
			9.6	Effect of award	
7.1	General		9.7	Appeal – questions of law	
7.2	Rights of enforcement		9.8	Arbitration Act 1996	
7.3	Performance Bonds and Guarantees			Cahadulaa	
	Clauses 7A to 7E – Preliminary			Schedules	
7.4	Rights Particulars		Schedule '	1 Definition of Prime Cost	82
7.5	Notices		Part 1:	General	
7.6	Execution of Collateral Warranties		Part 2:	Works Contracts and Related Payments	
			Part 3:	Management Contractor's On-Site Staff	
	Third Party Rights from Management		Part 4:	Management Contractor's On-Site Workforce	е
	Contractor		Part 5:	Materials and Goods provided by the	
				Management Contractor	
7A	Rights for Purchasers and Tenants		Part 6:	Plant, Services and Consumable Stores	
7B	Rights for a Funder		raito.	provided by the Management Contractor	
	3		Part 7:	Sundry Costs incurred by the Management	
	Collateral Warranties from Manageme	ent	rait 1.	Contractor	
	Contractor		Part 8:	Sub-Contracted Services	
7C	Warranties to Purchasers and Tenants		Schodule :	2 Management Fee – Adjustment of	
7D	Warranty to a Funder		Octicadic 2	Construction Period Fee	87
7E	Third Party Rights and Collateral Warranties from Works Contractors		Schedule 3 Insurance Options		88
				Insurance Option A	
Section 8	Termination	73		(New Buildings – All Risks Insurance of the	
	General			Project by the Management Contractor)	
	Scholar			Insurance Option B	
8.1	Meaning of insolvency			(New Buildings – All Risks Insurance of the	
8.2	Notices under section 8			Project by the Employer)	
8.3				Insurance Option C	
0.3	Other rights, reinstatement			(Joint Names Insurance by the Employer of Existing Structures and Project)	
	Termination by Employer		Schedule 4	4 Code of Practice	91
8.4	Termination at will		001104410		٠.
8.5	Default by Management Contractor		Schedule !	5 Third Party Rights	92
8.6	Insolvency of Management Contractor		ochedule .	o minurally regites	32
8.7	Corruption and regulation 73(1)(b) of the	PC	Dort 1	Third Darty Dights for Durchasses and Tanar	ato
0.1	Regulations	,, ,	Part 1:	Third Party Rights for Purchasers and Tenar	แร
8.8	Consequences of termination under clauses		Part 2:	Third Party Rights for a Funder	
0.0	8.5 to 8.7		Schedule (6 Acceleration Quotation Procedure	97
8.9	Employer's decision not to complete the Project		Schedule 3	7 Supplemental Provisions	98
	Termination by Management Contrac	tor	Conedule	Cappioniona i Iovisions	30
		ioi			
8.10	Default by Employer				
8 11	Insolvency of Employer				

Annexes

Annex B Services 101

Annex B Services 102

Part 1: Pre-Construction Services
Part 2: Construction Period Services