Contents

	Agreement	Page 1	Section 4	Primary Obligations of the Supplier	47
	Articles	2	4.1 4.2	Provision of information Delivery of Services and responsibility for	
	Contract Particulars	3		Supply Chain	
			4.3	Carrying out Services	
Part 1:	Details Relevant to the Condition	S	4.4	Duty of care	
Part 2:	Brief		4.5	Extended duty of care	
Part 3:	Services		4.6	Lead Designer	
Part 4:	Supplier's Key Personnel, Key M	lembers of the	4.7	Lead Supplier	
Part 5:	Supply Chain and the Project Tea Risk Allocation Schedule		4.8	Support for Lead Designer and/or Lead Supplier	
Part 6:	Key Performance Indicators		4.9	Copies of designs	
Part 7:	Payment Terms		4.10	Copyright	
Part 8:		Marrantiaa	4.11	Payment of royalties	
	Third Party Rights and Collateral		4.12	Goods and materials	
Part 9:	Details of any Supplementary Co	nations	4.13	Deleterious materials	
			4.13	Compliance with instructions of Purchaser	
	Attestation	32	4.15		
				Key personnel	
	Conditions	39	4.16	Involvement of Supply Chain	
	Conditions	39	4.17	Engagement of Supply Chain	
0		00	4.18	Statutory requirements	
Section 1	Definitions and Interpretation	39	4.19	Project Programme	
			4.20	Progress meetings	
1.1 1.2	Definitions Reference to clauses		4.21	Where Supplier is a sub-supplier	
1.3	Headings, references to persons etc.	legislation	Section 5	Allocation of Risks	50
1.4 1.5	Reckoning periods of days Contract to be read as a whole			Risk Register	
1.6	Contracts (Rights of Third Parties	s) Act 1999	5.1	Risk assessment	
1.7	Giving of notices	,	5.2	Updating Risk Register	
1.8	Consents and approvals		0.2	opaaling hier rogicter	
1.9	Applicable law			Risk Allocation Schedule	
Section 2	Working Together	44	5.3	Completion and effect of Risk Allocation	
0.4				Schedule	
2.1	Overriding Principle		5.4	Notification of occurrence of risks identified in	n
2.2	Entry into a Project Team Agreer	nent		the Risk Allocation Schedule	
2.3	Composition of Project Team				
2.4	Role of Project Team			Ownership of and risk in materials	
2.5	Progress meetings				
2.6	Drawing up of a project protocol		5.5	Risk in materials	
2.7	Signatories to and display of proj	ect protocol	5.6	Property in materials	
2.8	Status of project protocol				
2.9	Effect of Overriding Principle			Relief Events	
2.10	Provision of information				
2.11	Identification of ambiguities and o	liscrepancies	5.7	Relief Events	
			5.8	Testing and compliance	
Section 3	Primary Obligations of the Pure	chaser 46	5.9	Notification of Relief Events	
			5.10	Involvement of Project Team	
3.1	Provision of information and a co Purchaser's Contract	py of any	5.11	Provision of a statement of the likely effect o Relief Event	fa
3.2	Responses to requests for appro	val and	5.12	Provision of further information	
	decisions		5.12	Agreement of the effect of a Relief Event	
3.3	Access to Site		5.14	Effects of Relief Event too uncertain	
3.4	Payment		5.15	Purchaser's assessment of the effect of Reli	of
3.4 3.5	Purchaser's Representative		5.15	Events in the absence of notification	CI
3.6	Consultation with Supplier		5.16		
3.7	Certifying completion		5.10	Delay in notification of any Relief Event	

Section 6	Measurement of Performance	54
6.1 6.2 6.3 6.4	Monitoring of performance Regular reviews Collective reviews Written record	
Section 7	Payment	55
7.1	Payment Option	
	Target Cost Option	
7.2	Open book recording of costs	
7.3	Access to original vouchers and books of	
	account	
7.4	Regular breakdowns of Allowable Cost and	
	Supplier's Margin	
7.5	Purchaser's objection to any Allowable Cost	
7.6	Date when payment due	
7.7	Final date for payment	
7.8	Notice of payment due	
7.9	Pay Less Notice	
7.10 7.11	Change to Supplier's Margin	
7.11	Allowable Cost less than Target Cost	
1.12	Allowable Cost greater than Target Cost but less than Guaranteed Maximum Cost	
7.13	Allowable Cost greater than Guaranteed	
7.15	Maximum Cost	
7.14	Additions to Target Cost and Guaranteed	
1.14	Maximum Cost	
7.15	Reductions from Target Cost and Guarantee	he
1110	Maximum Cost	
	Contract Sum Option	
7.16	Applications for payment	
7.17	Additional information	
7.18	Disagreement as to completion of	
	activities/milestones or payments due	

- 7.19 Date when payment due
- 7.20 Final date for payment
- 7.21 Notice of payment due to Supplier
- Pay Less Notice 7.22
- Adjustments to Payment Schedule and 7.23 Contract Sum
- 7.24 Payment Schedule revision

General

Section 8	Insurance
7.31	Payment of liquidated damages and
7.30	Bonus for early completion
7.29	Liquidated damages
7.28	Suspension
7.27	Interest on late payments
7.26	Issuing notices
7.25	VAT

8.1	Duty to insure
8.2	Approval of insurar

- Approval of insurance
- 8.3 Evidence of insurance
- Liability of Supplier personal injury or death 8.4 8.5 Liability of Supplier - injury or damage to

bonuses

61

- property
- 8.6 Limitation on liability

Section 9	Assignment, Subletting, Third Party Righ and Collateral Warranties	1 ts 62
9.1 9.2 9.3 9.4	Assignment or novation Subletting Liability of Supplier following subletting Rights granted by Supplier and sub-supplier	ſS
Section 10	Termination	63
10.1 10.2 10.3 10.4 10.5 10.6	Meaning of insolvency Termination by Purchaser Termination by Supplier Purchaser's instructions following termination Payment following termination by Purchaser Payment following termination by Supplier	
Section 11	Dispute Resolution	65
11.1 11.2	Notification of anticipated disputes Negotiation between senior executives, mediation and involvement of Project Team	

Failure to reach agreement under this Contract

Sustainable development and environmental

The Public Contracts Regulations 2015

66

11.3

11.4

11.5

12.1

12.2

12.3

12.4

12.3

Adjudication

Section 12 Supplementary Conditions

Health and safety

considerations

Transparency

Other Conditions

Litigation