

Contents

	<i>Page 1</i>		
		Agreement	
	2	Recitals	2.8
	4	Articles	2.9
1		Contractor's obligations	2.10
2		Contract Sum	2.11
3		Architect/Contract Administrator	2.12
4		Quantity Surveyor	
5		Principal Designer	
6		Principal Contractor	2.13
7		Adjudication	
8		Arbitration	2.14
9		Legal proceedings	
	7	Contract Particulars	2.15
	18	Attestation	2.16
			2.17
			2.18
	25	Conditions	
Section 1	25	Definitions and Interpretation	2.19
1.1		Definitions	2.20
		Interpretation	
1.2		Reference to clauses etc.	2.21
1.3		Agreement etc. to be read as a whole	2.22
1.4		Headings, references to persons, legislation etc.	2.23
1.5		Reckoning periods of days	
1.6		Contracts (Rights of Third Parties) Act 1999	2.24
1.7		Notices and other communications	2.25
1.8		Issue of Architect/Contract Administrator's certificates	
1.9		Effect of Final Certificate	
1.10		Effect of certificates other than Final Certificate	2.26
1.11		Consents and approvals	2.27
1.12		Applicable law	2.28
Section 2	33	Carrying out the Works	2.29
		Contractor's Obligations	
2.1		General obligations	2.30
2.2		Contractor's Designed Portion	2.31
2.3		Materials, goods and workmanship	2.32
		Possession	
2.4		Date of Possession – progress	2.33
2.5		Deferment of possession	2.34
2.6		Early use by Employer	2.35
2.7		Work not forming part of the Contract	2.36
			2.37
		Supply of Documents, Setting Out etc.	
		Contract Documents	
		Construction information and Contractor's master programme	
		Levels and setting out of the Works	
		Information Release Schedule	
		Further drawings, details and instructions	
		Errors, Discrepancies and Divergences	
		Preparation of Contract Bills and Employer's Requirements	
		Contract Bills and CDP-related documents – errors and inadequacy	
		Notice of discrepancies etc.	
		Discrepancies in CDP-related documents	
		Divergences from Statutory Requirements	
		Emergency compliance with Statutory Requirements	
		CDP Design Work	
		Design liabilities and limitation	
		Errors and failures – other consequences	
		Fees, Royalties and Patent Rights	
		Fees or charges legally demandable	
		Patent rights and royalties – Contractor's indemnity	
		Patent rights – Instructions	
		Unfixed Materials and Goods – property, risk etc.	
		Materials and goods – on site	
		Materials and goods – off site	
		Adjustment of Completion Date	
		Related definitions and interpretation	
		Notice by Contractor of delay to progress	
		Fixing Completion Date	
		Relevant Events	
		Practical Completion, Lateness and Liquidated Damages	
		Practical completion and certificates	
		Non-Completion Certificates	
		Payment or allowance of liquidated damages	
		Partial Possession by Employer	
		Contractor's consent	
		Practical completion date	
		Defects etc. – Relevant Part	
		Insurance – Relevant Part	
		Liquidated damages – Relevant Part	

	Defects		4.10	Contractor's Payment Applications and Payment Notices
2.38	Schedules of defects and instructions		4.11	Interim and final payments – final date and amount
2.39	Certificate of Making Good		4.12	Pay Less Notices and other general provisions
	Contractor's Design Documents		4.13	Contractor's right of suspension
2.40	As-built Drawings			Interim Payments – calculation of sums due
2.41	Copyright and use		4.14	Gross Valuation
Section 3	Control of the Works	45	4.15	Sums due as interim payments
	Access and Representatives		4.16	Listed Items
3.1	Access for Architect/Contract Administrator			Retention
3.2	Site Manager			Rules on treatment of Retention
3.3	Employer's representative		4.17	Retention Bond
3.4	Clerk of works		4.18	Retention – amounts and periods
3.5	Replacement of Architect/Contract Administrator or Quantity Surveyor		4.19	
3.6	Contractor's responsibility			Loss and Expense
	Sub-Contracting		4.20	Matters materially affecting regular progress
			4.21	Notification and ascertainment
3.7	Consent to sub-contracting		4.22	Relevant Matters
3.8	List in Contract Bills		4.23	Amounts ascertained – addition to Contract Sum
3.9	Conditions of sub-contracting		4.24	Reservation of Contractor's rights and remedies
	Architect/Contract Administrator's Instructions			Final Adjustment and Final Payment
3.10	Compliance with instructions		4.25	Final adjustment
3.11	Non-compliance with instructions		4.26	Final Certificate and final payment
3.12	Instructions other than in writing			Section 5 Variations
3.13	Provisions empowering instructions			60
3.14	Instructions requiring Variations			General
3.15	Postponement of work			5.1
3.16	Instructions on Provisional Sums		5.1	Definition of Variations
3.17	Inspection – tests		5.2	Valuation of Variations and provisional sum work
3.18	Work not in accordance with the Contract		5.3	Variation Quotation
3.19	Workmanship not in accordance with the Contract		5.4	Contractor's right to be present at measurement
			5.5	Giving effect to Valuations, agreements etc.
3.20	Executed work			The Valuation Rules
3.21	Exclusion of persons from the Works			5.6
3.22	Antiquities		5.6	Measurable Work
3.23	CDM Regulations		5.7	Daywork
Section 4	Payment	51	5.8	Contractor's Designed Portion – Valuation
	Contract Sum and Adjustments		5.9	Change of conditions for other work
4.1	Work included in Contract Sum		5.10	Additional provisions
4.2	Adjustment only under the Conditions			Section 6 Injury, Damage and Insurance
4.3	Items included in adjustments			64
4.4	Taking adjustments into account			Personal Injury and Property Damage
	Taxes		6.1	Contractor's liability – personal injury or death
4.5	VAT		6.2	Contractor's liability – loss, injury or damage to property
4.6	Construction Industry Scheme (CIS)		6.3	Loss or damage to Existing Structures or their contents
	Payments, Certificates and Notices – general provisions			Insurance against Personal Injury and Property Damage
4.7	Advance payment		6.4	Contractor's insurance of his liability
4.8	Interim payments – due dates		6.5	Contractor's insurance of liability of Employer
4.9	Interim Certificates and valuations		6.6	Excepted Risks

	Insurance of the Works and Existing Structures				Termination by Employer	
6.7	Insurance Options and period			8.4	Default by Contractor	
6.8	Related definitions			8.5	Insolvency of Contractor	
6.9	Sub-contractors – Specified Perils cover under Works Insurance Policies			8.6	Corruption and regulation 73(1)(b) of the PC Regulations	
6.10	Terrorism Cover – policy extensions and premiums			8.7	Consequences of termination under clauses 8.4 to 8.6	
6.11	Terrorism Cover – non-availability – Employer’s options			8.8	Employer’s decision not to complete the Works	
6.12	Evidence of insurance				Termination by Contractor	
6.13	Loss or damage – insurance claims and reinstatement			8.9	Default by Employer	
6.14	Loss or damage to Existing Structures – right of termination			8.10	Insolvency of Employer	
	CDP Professional Indemnity Insurance			8.11	Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations	
6.15	Obligation to insure			8.12	Consequences of Termination under clauses 8.9 to 8.11, etc.	
6.16	Increased cost and non-availability					
	Joint Fire Code – compliance			Section 9 Settlement of Disputes		81
6.17	Application of clauses			9.1	Mediation	
6.18	Compliance with Joint Fire Code			9.2	Adjudication	
6.19	Breach of Joint Fire Code – Remedial Measures				Arbitration	
6.20	Joint Fire Code – amendments/revisions			9.3	Conduct of arbitration	
Section 7	Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties	72		9.4	Notice of reference to arbitration	
	Assignment			9.5	Powers of Arbitrator	
7.1	General			9.6	Effect of award	
7.2	Rights of enforcement			9.7	Appeal – questions of law	
7.3	Performance Bonds and Guarantees			9.8	Arbitration Act 1996	
	Clauses 7A to 7E – Preliminary				Schedules	
7.4	Rights Particulars			Schedule 1 Design Submission Procedure		83
7.5	Notices			Schedule 2 Variation and Acceleration Quotation Procedures		85
7.6	Execution of Collateral Warranties			Schedule 3 Insurance Options		87
	Third Party Rights from Contractor				Insurance Option A (New Buildings – All Risks Insurance of the Works by the Contractor)	
7A	Rights for Purchasers and Tenants				Insurance Option B (New Buildings – All Risks Insurance of the Works by the Employer)	
7B	Rights for a Funder				Insurance Option C (Joint Names Insurance by the Employer of Existing Structures and Works in or Extensions to them)	
	Collateral Warranties from Contractor			Schedule 4 Code of Practice		90
7C	Contractor’s Warranties – Purchasers and Tenants			Schedule 5 Third Party Rights		91
7D	Contractor’s Warranty – Funder			Part 1: Third Party Rights for Purchasers and Tenants		
7E	Third Party Rights and Collateral Warranties from Sub-Contractors			Part 2: Third Party Rights for a Funder		
Section 8	Termination	75		Schedule 6 Forms of Bonds		96
	General			Part 1: Advance Payment Bond		
8.1	Meaning of insolvency			Part 2: Bond in respect of payment for off-site materials and/or goods		
8.2	Notices under section 8					
8.3	Other rights, reinstatement					

Part 3: Retention Bond

Schedule 7 JCT Fluctuations Option A 105
(Contribution, levy and tax fluctuations)

Schedule 8 Supplemental Provisions 109