

Contents

	Agreement	1
	Recitals	2
	Articles	4
1	Contractor's obligations	
2	Contract Sum	
3	Collaborative working	
4	Architect/Contract Administrator	
5	Quantity Surveyor	
6	CDM Regulations – Principal Designer and Principal Contractor	
7	Building Regulations – Principal Designer and Principal Contractor	
8	Adjudication	
9	Arbitration	
10	Legal proceedings	
	Contract Particulars	7
	Attestation	20
	Conditions	27
Section 1	Definitions and Interpretation	27
	Definitions	
1.1	Definitions	
	Interpretation	
1.2	Reference to clauses etc.	
1.3	Agreement etc. to be read as a whole	
1.4	Headings, references to persons, legislation etc.	
1.5	Reckoning periods of days	
1.6	Contracts (Rights of Third Parties) Act 1999	
1.7	Notices and other communications	
1.8	Issue of Architect/Contract Administrator's certificates	
1.9	Effect of Final Certificate	
1.10	Effect of certificates other than Final Certificate	
1.11	Consents and approvals	
1.12	Applicable law	
Section 2	Carrying out the Works	35
	Contractor's Obligations	
2.1	General obligations	
2.2	Contractor's Designed Portion	
2.3	Materials, goods and workmanship	
	Possession	
2.4	Date of Possession – progress	
2.5	Deferment of possession	
2.6	Early use by Employer	
2.7	Work not forming part of the Contract	
	Supply of Documents, Setting Out etc.	
2.8	Contract Documents	
2.9	Construction information and Contractor's master programme	
2.10	Levels and setting out of the Works	
2.11	Information Release Schedule	

2.12	Further drawings, details and instructions
	Errors, Discrepancies and Divergences
2.13	Preparation of Contract Bills and Employer's Requirements
2.14	Contract Bills and CDP-related documents – errors and inadequacy
2.15	Notice of discrepancies etc.
2.16	Discrepancies in CDP-related documents
2.17	Divergences from Statutory Requirements
2.18	Emergency compliance with Statutory Requirements
	CDP Design Work
2.19	Design liabilities and limitation
2.20	Errors and failures – other consequences
	Fees, Royalties and Patent Rights
2.21	Fees or charges legally demandable
2.22	Patent rights and royalties – Contractor's indemnity
2.23	Patent rights – Instructions
	Unfixed Materials and Goods – property, risk etc.
2.24	Materials and goods – on site
2.25	Materials and goods – off site
	Adjustment of Completion Date
2.26	Related definitions and interpretation
2.27	Notice by Contractor of delay to progress
2.28	Fixing Completion Date
2.29	Relevant Events
	Practical Completion, Lateness and Liquidated Damages
2.30	Practical completion and certificates
2.31	Non-Completion Certificates
2.32	Payment or allowance of liquidated damages
	Partial Possession by Employer
2.33	Contractor's consent
2.34	Practical completion date
2.35	Defects etc. – Relevant Part
2.36	Insurance – Relevant Part
2.37	Liquidated damages – Relevant Part
	Defects
2.38	Schedules of defects and instructions
2.39	Certificate of Making Good
	Contractor's Design Documents
2.40	As-built Drawings
2.41	Copyright and use

Section 3 Control of the Works

49

	Access and Representatives
3.1	Access for Architect/Contract Administrator
3.2	Site Manager
3.3	Employer's representative
3.4	Clerk of works
3.5	Replacement of Architect/Contract Administrator or Quantity Surveyor
3.6	Contractor's responsibility
	Sub-Contracting
3.7	Consent to sub-contracting
3.8	List in Contract Bills
3.9	Conditions of sub-contracting
	Architect/Contract Administrator's Instructions
3.10	Compliance with instructions
3.11	Non-compliance with instructions
3.12	Instructions other than in writing
3.13	Provisions empowering instructions

- 3.14 Instructions requiring Variations
- 3.15 Postponement of work
- 3.16 Instructions on Provisional Sums
- 3.17 Inspection – tests
- 3.18 Work not in accordance with the Contract
- 3.19 Workmanship not in accordance with the Contract
- 3.20 Executed work
- 3.21 Exclusion of persons from the Works
- 3.22 Antiquities, asbestos, contaminated material and unexploded ordnance

CDM Regulations and Part 2A of the Building Regulations

- 3.23 CDM Regulations and Part 2A of the Building Regulations

Section 4 Payment

56

Contract Sum and Adjustments

- 4.1 Work included in Contract Sum
- 4.2 Adjustment only under the Conditions
- 4.3 Items included in adjustments
- 4.4 Taking adjustments into account

Taxes

- 4.5 VAT
- 4.6 Construction Industry Scheme (CIS)

Payments, Certificates and Notices – general provisions

- 4.7 Advance payment
- 4.8 Interim payments – due dates
- 4.9 Interim Certificates and valuations
- 4.10 Contractor's Payment Applications and Payment Notices
- 4.11 Interim and final payments – final date and amount
- 4.12 Pay Less Notices and other general provisions
- 4.13 Contractor's right of suspension

Interim Payments – calculation of sums due

- 4.14 Gross Valuation
- 4.15 Sums due as interim payments

Listed Items

- 4.16 Listed Items

Retention

- 4.17 Rules on treatment of Retention
- 4.18 Retention Bond
- 4.19 Retention – amounts and periods

Loss and Expense

- 4.20 Matters materially affecting regular progress
- 4.21 Notification and ascertainment
- 4.22 Relevant Matters
- 4.23 Amounts ascertained – addition to Contract Sum
- 4.24 Reservation of Contractor's rights and remedies

Final Adjustment and Final Payment

- 4.25 Final adjustment
- 4.26 Final Certificate and final payment

Section 5 Variations

66

General

- 5.1 Definition of Variations
- 5.2 Valuation of Variations and provisional sum work
- 5.3 Variation Quotation
- 5.4 Contractor's right to be present at measurement
- 5.5 Giving effect to Valuations, agreements etc.

The Valuation Rules

- 5.6 Measurable Work
- 5.7 Daywork

5.8	Contractor's Designed Portion – Valuation	
5.9	Change of conditions for other work	
5.10	Additional provisions	
Section 6	Injury, Damage and Insurance	70
	Personal Injury and Property Damage	
6.1	Contractor's liability – personal injury or death	
6.2	Contractor's liability – loss, injury or damage to property	
6.3	Loss or damage to Existing Structures or their contents	
	Insurance against Personal Injury and Property Damage	
6.4	Contractor's insurance of its liability	
6.5	Contractor's insurance of liability of Employer	
6.6	Excepted Risks	
	Insurance of the Works and Existing Structures	
6.7	Insurance Options and period	
6.8	Related definitions	
6.9	Sub-contractors – Specified Perils cover under Works Insurance Policies	
6.10	Terrorism Cover – policy extensions and premiums	
6.11	Terrorism Cover – non-availability – Employer's options	
6.12	Evidence of insurance	
6.13	Loss or damage – insurance claims and reinstatement	
6.14	Loss or damage to Existing Structures – right of termination	
	CDP Professional Indemnity Insurance	
6.15	Obligation to insure	
6.16	Increased cost and non-availability	
	Joint Fire Code – compliance	
6.17	Application of clauses	
6.18	Compliance with Joint Fire Code	
6.19	Breach of Joint Fire Code – Remedial Measures	
6.20	Joint Fire Code – amendments/revisions	
Section 7	Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties	78
	Assignment	
7.1	General	
7.2	Rights of enforcement	
	Performance Bonds and Guarantees	
7.3	Performance Bonds and Guarantees	
	Clauses 7.7 to 7.11 – Preliminary	
7.4	Rights Particulars	
7.5	Notices	
7.6	Execution of Collateral Warranties	
	Third Party Rights from Contractor	
7.7	Rights for Purchasers and Tenants	
7.8	Rights for a Funder	
	Collateral Warranties from Contractor	
7.9	Contractor's Warranties – Purchasers and Tenants	
7.10	Contractor's Warranty – Funder	
	Third Party Rights and Collateral Warranties from Sub-Contractors	
7.11	Third Party Rights and Collateral Warranties from Sub-Contractors	
Section 8	Termination	82
	General	
8.1	Meaning of insolvency	
8.2	Notices under section 8	
8.3	Other rights, reinstatement	

	Termination by Employer	
8.4	Default by Contractor	
8.5	Insolvency of Contractor	
8.6	Corruption and regulation 73(1)(b) of the PC Regulations	
8.7	Consequences of termination under clauses 8.4 to 8.6	
8.8	Employer's decision not to complete the Works	
	Termination by Contractor	
8.9	Default by Employer	
8.10	Insolvency of Employer	
	Termination by either Party and regulation 73(1)(a) of the PC Regulations	
8.11	Termination by either Party and regulation 73(1)(a) of the PC Regulations	
	Consequences of Termination under clauses 8.9 to 8.11, etc.	
8.12	Consequences of Termination under clauses 8.9 to 8.11, etc.	
	Termination Payment – final date, notices and amount	
8.13	Termination Payment – final date, notices and amount	
Section 9	Settlement of Disputes	90
	Notification and negotiation of disputes	
9.1	Notification and negotiation of disputes	
	Mediation	
9.2	Mediation	
	Adjudication	
9.3	Adjudication	
	Arbitration	
9.4	Conduct of arbitration	
9.5	Notice of reference to arbitration	
9.6	Powers of Arbitrator	
9.7	Effect of award	
9.8	Appeal – questions of law	
9.9	Arbitration Act 1996	
<hr/>		
	Schedules	92
<hr/>		
	Schedule 1 Design Submission Procedure	92
	Schedule 2 Variation and Acceleration Quotation Procedures	94
	Schedule 3 Insurance Options	97
	Insurance Option A (New Buildings – All Risks Insurance of the Works by the Contractor)	
	Insurance Option B (New Buildings – All Risks Insurance of the Works by the Employer)	
	Insurance Option C (Joint Names Insurance by the Employer of Existing Structures and Works in or Extensions to them)	
	Schedule 4 Code of Practice	100
	Schedule 5 Third Party Rights	101
	Part 1: Third Party Rights for Purchasers and Tenants	
	Part 2: Third Party Rights for a Funder	
	Schedule 6 Forms of Bonds	106
	Part 1: Advance Payment Bond	
	Part 2: Bond in respect of payment for off-site materials and/or goods	
	Part 3: Retention Bond	

