

THIS AGREEMENT made on *(date)*

BETWEEN:

- (1) *(employer)* (Company No) whose registered office is at *(address)* (**'the Employer'**)
and
- (2) *(contractor)* (Company No) whose registered office is at *(address)* (**'the Contractor'**)

INCORPORATES the Joint Contracts Tribunal Minor Works Building Contract 2016 Edition, as amended by the Schedule annexed hereto.

EXECUTED AS A DEED by the parties

By affixing the COMMON SEAL of the

COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

In the presence of:

Mayor

Head of Legal Services

Acting by a Director and Secretary/two directors of the Contractor

Director

Director/Secretary

SCHEDULE

1: AMENDMENTS TO RECITALS

1 First recital

Delete First Recital and substitute:

The work to be carried out is the construction of *(insert details)* at *(insert address)* (the 'Works') and is to be carried out under the direction of the Architect/Contract Administrator.

The Contract Documents are:

- (a) Contract Drawings numbered *(specify)*;
- (b) a Contract Specification; and
- (c) Schedules numbered *(specify)*

2: AMENDMENTS TO ARTICLES OF AGREEMENT

2 Article 2: Contract Sum

Insert the following sum:

... pounds (£...)

3 Article 3: Architect/Contract Administrator

Insert the following details of the Architect/Contract Administrator:

(name) [of (address) (or) whose registered office is at (address)]

4 Article 4: Principal Designer

Insert the following details of the Principal Designer:

(name) [of (address) (or) whose registered office is at (address)]

5 Article 8: Legal proceedings

In line 1 delete 'the English courts shall have jurisdiction over' and insert at end after 'Contract' in line 2:

shall be referred to the High Court of England and Wales for resolution as business of the Technology and Construction Court.

6 Contract Particulars

Insert Contract Particulars completing text and deleting options as appropriate.

3: AMENDMENTS TO CONDITIONS

7 Section 1: Definitions and Interpretation

7.1 Clause 1.1: Definitions

Delete 'a rate 5% per annum' opposite Interest Rate and insert 3% per annum

Add the following definition:

Contract Documents See First Recital

Final Date for Payment	means the final date for payment of an amount due to the Contractor in accordance with the [Contract].
Final Statement	means [the final claim for payment made by the Contractor in accordance with the [Contract]/ has the meaning given in the [Contract].
Notice	means the notice issued by or on behalf of the Employer specifying the amount due to the Contractor (or, if the Contractor fails to issue a notice, the application for payment made by the Contractor specifying the amount due to the Contractor) as at the due date in respect of that payment and the basis on which the sum has been calculated.
Pay Less Notice	means the notice issued by the Employer advising the Contractor of the intention to pay less than the sum stated as due to the Contractor in the Notice/ has the meaning given in the [Contract].
Completion	means the stage at which practical or substantial completion of the Works is achieved in accordance with clause [x] of the [Contract]/ has the meaning given in the [Contract].

7.2 Clause 1.2: Agreement etc to be read as a whole

In clause 1.2 delete the sentence starting ‘Nothing contained...’

7.3 Clause 1.5: Contracts (Rights of Third Parties) Act 1999

Delete clause 1.5 and substitute:

No person who is not a party to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

8 Section 2: Carrying out the Works

8.1 Clause 2.1: Contractor’s obligations

At end of clause 2.1.1 insert:

Upon request from the Employer, the Contractor shall provide evidence of his compliance with all Statutory Requirements and of issue of all required notices relating to them. Where in fulfilling the obligations set out in this clause 2.1 the Contractor shall require the presence of a relevant local authority or statutory body, the Contractor shall duly notify the local authority or statutory body of such requirement, and the Contractor shall be responsible for the integration with the remainder of the Works of any works or other activity that the local authority or statutory body may undertake.

8.2 New Clause 2.1A

Insert new clause 2.1A under the heading ‘Contractor’s obligations: workmanship, goods and materials’:

2.1A With regard to the Works generally, and without prejudice to clause 2.1, the Contractor warrants to the Employer that:

2.1A.1 the Works have been or will be executed using proven up to date practice and to the appropriate standards available at the date of this Contract and without infringement of any rights, reservations, covenants, restrictions, stipulations or other incumbrances binding upon or affecting the site of the Works (save as may have been agreed with the Employer);

2.1A.2 The Works comprise or will comprise only materials and goods which are new (except where otherwise provided in the Contract Documents) and of satisfactory quality and all workmanship,

manufacture and fabrication will be up to the appropriate standards available at the date of this Contract and consistent with the intended use of the Works;

8.3 Clause 2.7: Extension of time

In line 4 after 'Contractor' insert:

and not reasonably foreseeable by him

In line 4 after 'including' insert:

any breach of this Contract or any act or omission on the part of the Employer or

In line 5 after 'a' insert:

breach, act, omission or

In line 8 after 'any default' insert:

, negligence, omission, breach of contract or breach of statutory duty

8.4 Clause 2.9: Practical completion

At the end of clause 2.9 insert:

Practical completion occurs when the Works have reached a stage of completeness so that there are no apparent deficiencies or defects in the Works and so that there are no incomplete works, the condition or completion of which would prevent normal, reasonable and beneficial occupation and use, and the site of the Works has been cleared of all temporary buildings, builders' plant and equipment, unused materials and rubbish; and the Works have been left in a clean and tidy condition. Provided that the Works shall not be considered incomplete by reason of minor defects which can be remedied without interference with or interruption of the use of the Works as aforesaid;

9 Section 3: Control of the Works

9.1 Clause 3.1: Assignment

Delete clause 3.1 and substitute:

3.1.1 The Contractor shall not assign the benefit of all or any of the Employer's obligations under this Contract, without the written consent of the Employer.

3.1.2 The Employer may assign the benefit of all or any of the Contractor's obligations under this Contract.

9.2 Clause 3.3: Sub-contracting

In clause 3.3.1 line 1 before 'consent' insert:

written prior

In clause 3.3.1 line 3 after 'obligations' insert:

or exclude or limit his responsibilities and obligations

9.3 Clause 3.4: Architect/Contract Administrator's instructions

At the end of clause 3.4 insert:

No approval or comment or omission to approve or comment on the part of the Employer whether under this Clause or otherwise under this Contract shall in any way affect any duties, responsibilities or liabilities of the Contractor whether under this Contract or otherwise.

9.4 Clause 3.9: CDM Regulations – Undertakings to comply

In clause 3.9.1 after 'duties' in the last line insert:

and those of a Contractor

10 Section 6: Termination

10.1 Clause 6.11: Consequences of termination under clauses 6.8 to 6.10

Delete clause 6.11.2.3.

4: ADDITIONAL CONDITIONS

11 New Clauses 8 and 9

Insert the following new sections headed respectively 'Prohibited Materials' and 'Copyright':

11.1 New Clause 8: Prohibited materials

Clause 8: Prohibited materials

Subject to clause 2, the Contractor warrants:

- 8.1 that he has not used or specified and will not use or specify for use;
- 8.2 that he has exercised and will continue to exercise reasonable skill, care and diligence to see that there are not used;
- 8.3 that he is not aware and has no reason to suspect or believe that there have been or will be used;
- 8.4 that he will promptly notify the Employer in writing if he becomes aware or has reason to suspect or believe that there have been or will be used;

in or in connection with the Works, materials or substances other than in accordance with the guidance in the publication 'Good Practice in the Selection of Construction Materials' published by the British Council for Offices in 2011 or the edition of which as may be current at the date of specification or, as the case may be, use.

11.2 New Clause 9: Copyright

Clause 9: Copyright

The Contractor grants to the Employer an irrevocable, royalty-free, non-exclusive licence and/or sub-licence to use and reproduce all drawings, designs, specifications, bills of quantities or similar documents prepared by or on behalf of the Contractor for and/or in connection with the construction of the Works ('the Copyright Work') in any manner and for any purpose related to the Works including, without limitation, the execution, completion, maintenance, letting, sale, advertisement, reinstatement, repair and extension of the Works. The licence hereby granted includes the right to the Employer, and any Fund and their successors and assigns and those deriving title through or under them to assign such licences and grant or assign sub-licences of the right to use and reproduce the Copyright Work, provided always that the Contractor shall not be liable for any such use by the Employer or the Fund or their successors or assigns or sub-licences for any purpose other than that for which the same were prepared and provided by the Contractor.