



<b>ADRA's PURCHASE ORDER NUMBER:</b>	<b>DATE:</b>
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<b>FROM:</b>	<b>Adra (Tai) Cyfyngedig</b> (a registered society under the Co-operative and Community Benefit Societies Act 2014 registered with number 30776R) whose registered office is at Ty Coch, Llys y Dderwen, Parc Menai, Bangor, LL57 4BL. ("the Client")
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<b>TO:</b>	[ ] (company registration number [ ]) whose registered office is at [ ] ("the Contractor")
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CLIENT DETAILS		CONTRACTOR DETAILS	
Representative		Representative	
Client Address		Contractor Address	
Client Telephone		Contractor Telephone	
Client Email		Contractor Email	

<b>PROJECT DETAILS:</b>	
Site	
Project description	

<b>CONTRACT WORKS</b>
Is the [design and] construction of [...] including all necessary labour, plant and materials

<b>SPECIFICATION</b>
Is contained in [the Numbered Documents] / [the quotation dated ...]

<b>VALUATION METHOD</b>
[Fixed price] / [Re-measurement in accordance with the schedule of rates dated ....]

<b>DELIVERABLES PRIOR TO COMMENCEMENT</b>
[Method statements / risk assessments] [Evidence of public liability [and professional indemnity] insurance] [Deeds of warranty in favour of XXXX] [Original, current valid CIS Certificate] [Client's Programme]

<b>Contract Sum</b>	
<b>Programme</b>	
<b>Planned Commencement Date</b>	
<b>Planned Completion Date</b>	
<b>Application Date</b>	26 <sup>th</sup> day of each month or the nearest business day if the 26 <sup>th</sup> is not a business day
<b>Due date for payment</b>	7 days from the Application Date
<b>Final date for payment</b>	21 days from the Due date for payment
<b>Defects Liability Period</b>	[ ]
<b>Retention %</b>	[ ]
<b>Public liability insurance</b>	£[ ] million minimum level of indemnity per event or series of events
<b>Professional indemnity insurance</b>	£[ ] million minimum level of indemnity per event or series of events
<b>Liquidated Damages</b>	[£[ ] per week or part thereof] or [Deliberately left blank]
<b>Principal Contractor</b>	The Principal Contractor for the purposes of the CDM Regulations is [the Contractor]
<b>Principal Designer</b>	The Principal Designer for the purposes of the CDM Regulations is [the Contractor]

<b>ADDITIONAL CONDITIONS</b>
The Contractor accepts and agrees the responsibility for Attendances stated in the Schedule

<b>Signed for and on behalf of the Contractor</b>	
THE CONTRACTOR HEREBY ACCEPTS THIS ORDER, THE SCHEDULE AND THE ADRA (TAI) CYFYNGEDIG – CONTRACT CONDITIONS (JULY 2021) BY COMMENCING THE WORKS, CONTINUING THE WORKS OR BY SIGNING THIS ORDER. IN ANY EVENT, PLEASE SIGN AND RETURN ONE COPY OF THIS ORDER FRONT SHEET FOR OUR RECORDS	
..... Signed by or on behalf of the Contractor	..... Dated

**Numbered Documents:**

1.0	
2.0	
3.0	
4.0	
5.0	
6.0	
7.0	
8.0	
9.0	
10.0	

**[Attendances:]**

Item	Responsibility allocation	
	Contractor	Client
<b>Handling etc</b>		
Unloading		
Storing		
Hoisting		
Handling/moving		
Craneage		
Accepting materials/deliveries		
<b>Provision of facilities</b>		
Toilet facilities		
Messing arrangements		
Safety Lighting		
Telephone		
Task Lighting		
Access Scaffolding		
Support Scaffolding		
Safety Scaffolding		
Ladders and Stagings		
Power Service		
Power Distribution		
Small plant and tools		
<b>Responsibility for</b>		
Lighting and watching		
Protection of the Sub Contract works		
Protection of other works in the vicinity		
Testing (if required)		
Clearing rubbish during the Sub Contract Works		
Clearing rubbish and waste of completion		
Waste skips		
Rubbish Chutes		
Design of the Sub Contract Works		

**The following definitions apply in this Contract:**

<b>"Actual Commencement Date"</b>	means the date on which the Contractor commences performance of the Works;
<b>"Actual Completion"</b>	means the date that the Works are notified as practically complete in accordance with clause 6.1;
<b>"Application"</b>	means an application for payment that must include: <ul style="list-style-type: none"> <li>(a) Where the Works (or part of them) are for a fixed, lump sum price, the total value of the Works executed up to the date of the Application; or</li> <li>(b) Where the Works (or part of them) are re-measurable, the total value of work executed up to the date of the Application ascertained in accordance with clause 11; and</li> <li>(c) A deduction for: applicable Retention, any payments already made by the Client and any others sums properly deductible under the Contract or at law; and</li> <li>(d) The amount of Value Added Tax properly chargeable thereon (whether payable by the Client or to accounted for by the Client in accordance with the domestic reverse charge).</li> </ul>
<b>"Best Industry Practice"</b>	means the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.
<b>"CDM Regulations"</b>	The Construction (Design and Management) Regulations 2015
<b>"Change"</b>	means an instruction varying the Works in any way, including an instruction to change the Programme (including the Planned Commencement or Completion Date), the sequence, timeframe, quantity, quality, specification of any work and the addition and/or omission of any work;
<b>"Compensation Event"</b>	has the meaning given in clause 4.1;
<b>"Conditions"</b>	means these conditions;
<b>"Contract"</b>	means the Conditions and the Order, together with any other document incorporated into this Contract
<b>"Contract Sum"</b>	means the sum set out in the Order and unless this is stated to be re-measurable (either wholly or partly), the Contract Sum is a firm fixed lump sum price. If the Works are wholly or partly re-measurable, the re-measurable part of the Contract Sum shall be the sum ascertained in accordance with point (b) in the definition of the Application;
<b>"Defects Liability Period"</b>	Means a period of one calendar year from the Actual Completion Date, or such other period as stated in the Order;
<b>"Documents"</b>	means all drawings, plans, models, specifications, schedules, reports, calculations and other works (including without limitation any such items retained on or in any computer software or other electronic medium) which have been or will be prepared by or on behalf of the Contractor (including by sub-contractors) in the course of carrying out of the Works whether in existence or to be made or produced;
<b>"Order"</b>	means this purchase order for the Works issued by, or on behalf of, the Client to the Contractor;
<b>"Planned Commencement Date"</b>	means the date stated in the Order as may be varied in accordance with this Contract;
<b>"Planned Completion Date"</b>	means the date stated in the Order as may be amended in accordance with the Contract in which the Works are to reach Actual Completion;
<b>"Programme"</b>	means the latest programme for the Works that may be communicated to the Contractor from time to time;
<b>"Retention"</b>	means the figure stated in the Order or if no figure is stated 5% of the Contract Sum;
<b>"Site"</b>	means the site/s where the Works are to be performed, as may be identified in the Order;
<b>"Specification"</b>	means any specification referred to in the Order including that referred to in any Numbered Documents;
<b>"Statutory Requirements"</b>	means any Act of Parliament or the Welsh Senedd, any instrument, rule, guidance, decision or order made under any Act of Parliament or the Welsh Senedd or any regulation or byelaw of any local authority or of any statutory undertaker (including the Health & Safety Executive or any successor body of it) which has jurisdiction with regard to the Works, or any judicial precedent set by the courts of England & Wales;
<b>"Works"</b>	means the design (where applicable), manufacture, supply, delivery, installation, construction, commissioning and testing of the works stated on the Order and more fully described in the Specification or any other documents that are incorporated into this Contract.

## 1 APPLICATION OF CONDITIONS

- 1.1 By the placing of an Order by the Client, or by the Contractor submitting a quotation, commencing work or continuing work, the Contractor agrees to deal with the Client on these Conditions to the exclusion of all other terms, conditions, warranties or representations that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 No variation to these Conditions shall be binding unless made in writing and signed by each party.
- 1.3 The Contract represents the entire agreement between the parties.
- 1.4 These Conditions shall prevail over any other document forming part of the Contract save for the Order which shall prevail over these Conditions.
- 1.5 These Conditions shall apply to the Works from the date the Contractor starts the Works. Any of the Works undertaken prior to the date of this Contract shall be deemed to have been undertaken pursuant to and shall be governed by this Contract.
- 1.6 The Contractor acknowledges that no form of exclusivity or volume guarantee has been granted by the Client and that the Client is at all times entitled to enter into other contracts and arrangements with other contractors for the provision of any or all works which are the same as or similar to the Works.
- 1.7 Reference in this Contract to a business day is any day that is not a Saturday, Sunday or a bank holiday in England & Wales.

## 2 CONTRACTOR'S OBLIGATIONS

- 2.1 The Contractor will commence the Works on the Planned Commencement Date as may be varied in accordance with this Contract.
- 2.2 The Contractor shall undertake and complete the Works in a proper and workmanlike manner, with reasonable skill and care and in accordance with the provisions of this Contract, the Specification, all Statutory Requirements for the time being in force including (without limitation) those relating to health, safety and welfare, environment, modern slavery, anti-bribery and anti-corruption, employment rights and relations, working rights, human rights, data protection and equality, applicable codes of good industry practice and such reasonable directions (including but not limited to Changes) issued by the Client.
- 2.3 Without limiting the general obligation set out in clause 2.2, the Contractor undertakes, and indemnifies the Client in the event of a breach of this clause 2.3, that it shall (and shall procure that the Contractor's employees and sub-contractors shall):
  - (a) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Contractor shall also undertake, or refrain from undertaking, such acts as the Client requests so as to enable the Client to comply with its obligations under the Human Rights Act 1998;
  - (b) not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment;
  - (c) comply with all relevant Statutory Requirements and shall use Best Industry Practice in completing the Works
  - (d) ensure that there is no slavery, human trafficking, bribery or corrupt acts committed in or by its supply chains;
  - (e) notify the Client immediately if it becomes aware of any actual or suspected incidents of slavery, human trafficking, bribery or corruption in its supply chains;
  - (f) at all times conduct its business in a manner that is consistent with any anti-slavery policy and anti-bribery and anti-corruption policies of the Client and shall provide to the Client any reports or other information that the Client may request as evidence of the Contractor's compliance with this Clause 2.3(f) and / or as may be requested or otherwise required by the Client in accordance with its anti-slavery, anti-bribery and anti-corruption policies;
- 2.4 Without limiting the general obligation set out in clause 2.2, the Contractor shall not operate its business in a manner which may in the opinion of the Client bring the Client into disrepute.
- 2.5 The Contractor undertakes and warrants that it has exercised, and will continue to exercise, reasonable skill, care and diligence, in accordance with this Contract to see that it has not specified or selected for use, and will not specify or select for use, and (as appropriate) it has not authorised or approved, and it will not authorise or approve, the specification, selection or use by others of any product or material or building practice or technique which is prohibited by this Contract and the design developed by the Works or is not in conformity with relevant British or European Union Standards applicable to the goods, materials and as relevant to the Works and/or Best Industry Practice or which at the time of:
  - (a) specification, selection, approval or authorisation is widely known to members of the Contractor's profession to be deleterious, or hazardous to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which it is used.
- 2.6 If, in the performance of its duties under this Contract, the Contractor becomes aware that it, or any other person, has specified or used, or authorised or approved, the specification or use by others of any such products or materials the Contractor will notify the Client in writing forthwith. This clause does not create any additional duty for the Contractor to inspect or check the work of others which is not required by this Contract.

- 2.7 If prior to Actual Completion any work, materials, goods or workmanship are not in accordance with this Contract the Client may, without prejudice to any other rights the Client has under this Contract or at law, and entirely at the cost of the Contractor, issue directions requiring the removal or rectification of all or any of such non-compliant work, materials, goods or workmanship as the Client deems necessary. If the Contractor fails to commence to comply with the Client's directions issued under this clause 2.7 within a period of 2 days from the date of issue of such directions, the Client may employ others to carry out such directions or carry out such removal and rectification itself but at the Contractor's cost.
- 2.8 If daywork rates are specified in the Order, the Contractor shall undertake any daywork on those rates subject to the terms of this clause 2.8. As a condition precedent to any payment under daywork rates, the Contractor must receive written notice from the Client and approval of a limit of expenditure on dayworks. Failure to receive written approval and an agreement on the value and quantity of any dayworks will mean the Contractor will not be entitled to payment. Once approval has been provided in writing, for all dayworks, the Contractor and its sub-contractors must present daywork timesheets for signature by the Client prior to the Monday following the week in which the daywork was carried out. The Contractor's failure to do so shall mean that the Client will not be obliged to make any payment at all to the Contractor in respect of such dayworks. A signature by the Client on the Contractor's daywork sheets shall not represent acceptance of the Contractor's dayworks claim nor the accuracy of the daywork sheets.
- 2.9 Within fourteen (14) days of a written request by the Client, the Contractor shall provide a deed or deeds of warranty in respect of the Contractor's duties under this Contract in favour of Funders and/or the Landowner and/or Purchasers and/or Tenants, in terms of the draft contained at **Schedule 1** to this Contract.
- 2.10 Within twenty-one (21) days of a written request by the Client, the Contractor shall provide a deed or deeds of warranty in respect any sub-contractor's or design consultants duties in favour of the Client and/or Funders and/or the Landowner and/or Purchasers and/or Tenants, in terms of the draft contained at **Schedule 1** to this Contract amended mutatis mutandis to reflect the sub-contractors or consultant providing the warranty.
- 2.11 If the Contractor fails to execute and deliver any deed of warranty pursuant to clause 2.9 or 2.10 within the periods set out in those clauses then no further payment shall be due to the Contractor under this Contract whilst such breach remains to be rectified.
- 2.12 The Contractor shall supply a programme for the Works prior to the Actual Commencement Date and shall issue updates to that programme should his original programme be deviated from. The Contractor will provide an updated programme for the Client's review within two (2) weeks of receipt of a notification from the Client. The Client can issue such notification at any time during the Works. The Contractor providing a programme under this clause 2.12 is a condition precedent to payment of any amount that is due, or to become due, under this Contract (including for the avoidance of doubt any updated programme requested by the Client).
- 2.13 Where the Contractor provides design or advisory services as part of the Works, the Contractor shall be fully responsible in all respects for the entire design of the Works (whether or not any initial design or requirements have been supplied by others) and all design development, selection of goods and materials and satisfaction of performance specifications. The Contractor shall exercise in the performance of its design or advisory obligations under this Contract all the reasonable skill, care and diligence which may reasonably be expected of a Contractor experienced in carrying out work comparable in size, scope, complexity and purpose to the Works.

### 3 ACCESS, PROGRAMME AND CO-ORDINATION

- 3.1 Unless otherwise notified to the Contractor, the Site working hours will be from 8am to 5pm Monday to Friday, excluding public holidays ("**the Site Working Hours**"). The Client may vary the Site Working Hours from time to time. Unless instructed as a Change, all work undertaken by the Contractor outside of the Site Working Hours will be deemed to be inclusive in the Contract Sum.
- 3.2 The Client shall give to the Contractor such access to the Site during the Site Working Hours as shall be necessary to enable the Contractor to carry out and complete the Works in accordance with the Contract subject always to such access being restricted as necessary to accommodate the requirements of all other parties who require access to the Site. The Client shall not be bound to give the Contractor possession or exclusive control of the Site.
- 3.3 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before the date of this Contract or commencing the Works (whichever is the earlier) as to the nature of the ground, the sub-surface conditions and sub-soil (including services, utilities, and other obstructions), the form and nature of the Site, the full condition of any existing structures, the extent, nature and difficulty of the work and materials necessary for the completion of the Works, the means of communication with and restrictions of access to the Site, the accommodation he may require, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Works. For the avoidance of doubt, the Contractor takes full responsibility for the physical conditions of the Site (including, but not limited to, the ground and site conditions listed in this clause 3.3) and shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter.
- 3.4 The Works shall be carried out and completed in accordance with the Programme and the Contractor must complete the Works by the Planned Completion Date and must proceed regularly and diligently with the Works. The Contractor shall ensure at all times that it has dedicated sufficient labour and resources to the Works to ensure that it complies with its obligations under the Contract, including any Programme.

- 3.5 Where a Contractor is required to communicate with tenants with regard to any proposed work on their properties, such communication shall be undertaken in line with guidelines as set out by the Client. Any communication with tenants will be in accordance with the Welsh language scheme and the Client's policy on communicating with tenants.
- 3.6 The Programme submitted by the Contractor must accurately reflect progress of the Works. The Planned Completion Date is fixed and can only be varied by the Client in accordance with the Compensation Event mechanism (clause 4) and the Change mechanism (clause 10) of this Contract. In the event the programmed date for achieving Actual Completion of the Works is later than the Planned Completion Date, this must be reflected by the Contractor in the Programme together with the Contractor's planned mitigation for reducing the delay.
- 3.7 In the event the Contractor fails to comply with clause 3.4 and subject to the Client giving the Contractor 7 days' notice, the Client may take such measures as it considers reasonably appropriate in order to ensure compliance with the Contractor's obligations under clause 3.4, including engaging additional labour, resources and materials to supplement the Works and the Contractor will indemnify the Client against all costs, losses, damages and expenses incurred under this clause 3.7.
- 3.8 Subject to the Client giving the Contractor 7 days' notice, the Client may suspend part or all of the Works for any period the Client requires. The Contractor shall not be entitled to any adjustment to the Contract Sum, additional payment of any kind, costs, losses or damages however caused arising as a result of suspension of the Works pursuant to this clause 3.8.
- 3.9 If the Client issues a Change to the Programme prior to the Actual Commencement Date, the Contractor shall not be entitled to any increase in the Contract Sum.
- 3.10 The Contractor shall proceed with such expedition as will ensure that the Client and others working at the Site are not disrupted or delayed in their work. The Contractor shall work alongside, co-operate and co-ordinate the Works with the Client and any other persons working at the Site. The Contractor shall not be entitled to an increase in the Contract Sum for complying with this clause 3.10.
- 3.11 Save as specifically stated in this Contract, the Client will not provide any attendances including welfare, access (including scaffolding, hoists, cherry pickers and craneage), storage/lay down facilities or services (including plumbing, water, gas and electric) at all and the Contractor must allow for all such items in the Contract Sum and if any of the foregoing items are made available from time to time, these are used by the Contractor at his own risk and may be withdrawn by the Client at any time with no addition to the Contract Sum or entitlement to an extension of time.
- 3.12 The Contractor shall provide risk and COSHH assessments, safety plan and/or method statements and any and all other reports, assessments, plans and documents for the Works required by and in accordance with all applicable Statutory Requirements (including the CDM Regulations) and as may be required by the Client prior to the Contractor commencing the Contract Works.
- 3.13 The Contractor shall comply with all its statutory duties under the CDM Regulations and further warrants that it has the competence, resources and capacity to carry out the duties of a contractor and designer, and where identified in the Order – a Principal Designer and/or Principal Contractor, under the CDM Regulations.

#### **4 CONTRACTOR CLAIMS**

- 4.1 The following are Compensation Events except to the extent that the following are caused or contributed to by any default of the Contractor:
- (a) If the Client instructs a Change; or
  - (b) The Client commits any act of impediment, default or prevention, whether by act or omission and whether authorised by or in breach of this Contract.
- 4.2 The Contractor shall give notice to the Client within 7 days of when it should be reasonably apparent to the Contractor that a Compensation Event will:
- (a) Prevent the Contractor from completing the Works by the Planned Completion Date; or
  - (b) Cause the Contractor to incur additional cost, damage, loss and expense or there will be any other increase in the Contract Sum; or
  - (c) Prevent the Contractor from complying with any of its obligations under this Contract.
- 4.3 Within 14 days of the Client receiving the notice referred to in clause 4.2 and to the extent that the Contractor is reasonably able to at the time, the Contractor shall provide the Client with sufficient information to demonstrate to the reasonable satisfaction of the Client that the Contractor is entitled to an extension of time and/or an increase in the Contract Sum as applicable.
- 4.4 Only if the Contractor has complied with clauses 4.2 and 4.3 (and except where this Contract excludes the Contractor's right to an increase in the Contract Sum or an extension of time), shall the Client be required to grant such extension of time and/or an increase in the Contract Sum as may be fair and reasonable. In determining what may be a fair and reasonable extension of time, the Client shall have regard to any period in which the Contractor is in concurrent delay.
- 4.5 Adjustment of the Contract Sum and any extension of time in accordance with this clause 4 is the Contractor's exclusive remedy in relation to Compensation Events.

- 4.6 For the avoidance of doubt, the Contract Sum and the Planned Completion Date can only be adjusted by the Client in accordance with the Compensation Event mechanism (clause 4) and the Change mechanism (clause 10).

## 5 PROPERTY AND RISK

- 5.1 All risk of loss and damage to each item of the Works shall remain with the Contractor until Actual Completion.
- 5.2 Title in each item of the Works (including all goods and materials) shall pass to the Client upon delivery of each component of the Works to the Site.

## 6 COMPLETION

- 6.1 A notice of Actual Completion (which can be in any written form including an email and does not need to specifically identify itself as a notice of Actual Completion) shall be issued by the Client to confirm when the Works have been practically completed.
- 6.2 The Client may issue a notice of Actual Completion subject to certain defects or incomplete works being remedied within the timeframe specified by the Client or if no timeframe is specified, within 14 days. If the Contractor fails to comply with its obligations under this clause 6.2, the Client may apply its rights and remedies under clause 8.1.
- 6.3 Regardless of whether the Works have reached practical completion, it is a condition precedent to the issue of a notice of Actual Completion that the Contractor provide:
- (a) all information and any Documents required for the health and safety file as set out in the CDM Regulations
  - (b) all information and any Documents required by any statutory authority, planning authority or building control in relation to the Works
  - (c) any other information or Documents notified as a condition of Actual Completion by the Client to the Contractor

## 7 RETENTION

- 7.1 The Client shall be entitled to deduct the Retention from sums due until the Works have reached Actual Completion. After Actual Completion, the Client shall be entitled to retain half of the Retention until such time as the Client issues a Defects Correction Notice under clause 8.3 or the end of the Defects Liability Period, whichever is the later.

## 8 DEFECTS RECTIFICATION

- 8.1 During the Defects Liability Period the Contractor shall remedy at its own cost any defect appearing in the Works. Without prejudice to the Client's rights, if the Contractor fails to make good such defects within 7 days of a request to do so or if the defect presents an emergency (including health and safety risks), the Client may employ others to make good such defect or carry out such work itself, all at the Contractor's cost. Such cost shall be claimable from the Contractor as a debt.
- 8.2 Without prejudice to the Client's rights generally, if the Contractor breaches clause 8.1, the Client may retain such part of the Retention to contribute to its costs incurred under clause 8.1.
- 8.3 When the Contractor has complied with its obligations under clause 8.1, the Client shall confirm this by issuing a notice that the defect(s) have been corrected ("**Defects Correction Notice**") (which can be in any written form including an email and does not need to specifically identify itself as a Defects Correction Notice).

## 9 LATE DELIVERY

- 9.1 If the Contractor fails to achieve Actual Completion of the Works by the Planned Completion Date, the Client will be entitled to claim liquidated damages in the amount and for the period specified in the Order for the period between Planned Completion Date and Actual Completion. If the Order does not include a liquidated damages amount (whether the amount is noted as £nil, £0, N/A or left blank), the Client shall be entitled to claim general damages in the amount of any loss and/or expense suffered or incurred by, or to be incurred by, the Client as a result of the Contractor's failure to complete the Works by the Planned Completion Date.
- 9.2 The Client may claim the amount due in accordance with clause 9.1 from the Contractor as a debt or setoff any amount due in accordance with clause 9.1 against any sum that becomes payable to the Contractor under this Contract.

## 10 CHANGES

- 10.1 The Client may, at any time prior to Actual Completion require the Contractor to carry out a Change. The Contractor shall implement a Change immediately upon receiving an instruction to carry out a Change.
- 10.2 Without prejudice to clause 10.1, the Contractor shall provide, within 2 days of receiving a request by the Client, an estimate of the time and/or cost consequences of issuing an instruction to carry out a Change.

- 10.3 In the event that the Client accepts the Contractor's estimate pursuant to clause 10.2, the Client may issue an instruction to carry out the Change setting out the agreed change in the Contract Sum and/or the agreed extension of time. Such instruction shall be conclusive between the parties as to the effect of the Change.
- 10.4 In the event the Contractor undertakes work which is subject to an estimate (or a request for one) under clause 10.2 before receiving an instruction to undertake that work, the Contractor undertakes that work at its own time and cost risk.
- 10.5 If the Client does not accept the estimate provided by the Contractor, the Client may instruct the Contractor to proceed and with the Change and will provide a fair and reasonable adjustment to the Contract Sum and/or a fair and reasonable assessment of an extension of time. What is fair and reasonable in the circumstances will be assessed and determined by the Client.
- 10.6 If the Contractor fails to comply with an instruction to carry out a Change in accordance with clause 10.1 and/or clause 10.5 within 7 days, the Client may in its absolute discretion appoint another contractor to carry out the works. Any costs, losses and/or expense the Client incurs (including the cost of the other contractor) is claimable from the Contractor as a debt.

## 11 RE-MEASUREMENT

- 11.1 Where the Works (or part of them) are specifically identified in the Order as re-measurable:
- (a) The total value of work properly executed shall be ascertained by reference to a re-measurement undertaken in accordance with the NRM2 and where it applies any agreed rates or where rates have not been agreed for the works in question, such rates as are fair and reasonable. For clarity, all re-measurements undertaken under this Contract must comply with this clause (a);
  - (b) Notwithstanding any re-measurement by the Contractor, the Client may give the Contractor 3 days' notice requiring the Contractor to attend a re-measurement by the Client (either at site or office-based). The Contractor shall attend the re-measurement, provide reasonable assistance to the Client and shall seek to agree the re-measurement in good faith. If the Contractor fails to do any of the foregoing, the Client may undertake the re-measurement itself and, upon the notification of the same to the Contractor, such re-measurement shall be finally binding on the parties.

## 12 PAYMENT

- 12.1 The Contractor shall be entitled to make one Application each month on the Application Date stated in the Order, commencing on the first Application Date after the Actual Commencement Date. Unless agreed in writing by the parties to the contrary, the Contractor's final Application must be on the Application Date which follows the date on which the Defects Correction Notice is issued or the end of the Defects Liability Period, whichever is later. Save that the Contractor does not need to make Applications in months where no further sums are due.
- 12.2 The Contractor is not entitled to make any application/invoice/request for payment otherwise than in accordance with clause 12.1 and shall not be entitled to payment otherwise than via Applications issued in accordance with clause 12.1. If the Contractor fails to make an Application on time or otherwise in accordance with this Contract, any application made will be invalid. However, the Client may, in its absolute discretion, assess and sums due under any invalid application without prejudicing its rights under this clause 12 or generally.
- 12.3 The due date for payment for each Application is as specified in the Order.
- 12.4 The final date for payment of each Application is as specified in the Order.
- 12.5 The Contractor shall submit their invoices to the Client electronically in pdf format (not protected), and shall include the Client's relevant purchase order.
- 12.6 Not later than 5 days after the date on which a payment becomes due under the Contract the Client shall give a notice (a "Payment Notice") specifying the amount (even if such amount shall be zero or a negative figure noting payment due to the Client) of payment proposed to be made at the due date ("Notified Sum") and specifying the basis of the calculation of the sum due. If the Client fails to give a Payment Notice, the sum stated in the relevant Application shall be the Notified Sum. Subject to clause 12.7, the Notified Sum shall be paid by the paying party by the Final date for payment.
- 12.7 If the paying party intends to pay less than the Notified Sum, the paying party shall, no later than 1 day before the Final date for payment of the Notified Sum, give the party due payment notice of any reduction to the amount intended to be paid at that date and the basis upon which that amount is calculated (a "Pay Less Notice") (even if such amount shall reduce the intended payment to zero).
- 12.8 Subject to clause 12.7, the paying party must make payment of the Notified Sum due by the Final date for payment. If a Pay Less Notice is issued, the amount (if any) stated as due on that Pay Less Notice will be the sum that must be paid by the Final date for payment.
- 12.9 If the paying party fails to make payment of any sum which is due by the Final date for payment of that sum, the paying party shall pay in addition to the amount not paid, pay simple interest thereon for the period from the Final date for payment to the date payment is made. The rate of interest shall be 3% over the Base Rate of the Bank of England current at the date of the Final



date for payment of such amount. The parties acknowledge that such rate is a substantial remedy for late payment as defined in the Late Payment of Commercial Debts (Interest) Act 1998.

12.10 It shall be a condition precedent to any liability of the Client to pay the Contractor pursuant to clause 12 that the Contractor:

- (a) Signs and returns the Order;
- (b) Provides evidence of insurance as may be required by this Contract;
- (c) Executes deeds of warranty as required by this Contract;
- (d) Provides any method statements or risk assessment required by this Contract, in accordance with the CDM Regulations;
- (e) Supplies any Deliverables prior to commencement noted on the Order before commencing the Works;
- (f) Provides an original, current valid CIS Certificate to the Client for inspection or (if appropriate) the original of the valid certifying document in accordance with the Inland Revenue Construction Industry Scheme; and
- (g) Does, or fails to do, any other thing identified by this Contract as a condition precedent to the Client's liability to pay the Contractor.

12.11 Where the Contractor enters into a sub-contract with a supplier, design consultant or contractor for the purpose of performing the Works, it shall cause a term to be included in such a sub-contract that requires payment to be made of notified sums by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid application.

12.12 If the Client fails to make payment of any sum which is due by the Final date for payment of that sum in accordance with clause 12.8, the Contractor will be entitled to issue a written notice of its intention to suspend the whole, or part, of its obligations under this Contract together with the ground, or grounds, for such suspension. If, on receipt of that notice of intention to suspend, the Client's failure to pay continues for 14 days, the Contractor will be entitled to suspend, The Contractor will be entitled to a reasonable cost and contribution to its expenses should it suspend the whole, or part, of its obligations under the Contract in accordance with this clause 12.12.

### 13 TERMINATION

13.1 The Client shall for any reason whatsoever (including for the avoidance of doubt, for the Client's convenience) and in its absolute discretion be entitled to determine this Contract by giving 7 days' notice to the Contractor.

13.2 The Client shall be entitled to determine this Contract by notice to the Contractor if:

- (a) the Contractor commits a serious breach of any of the material terms or conditions of this Contract and provided that where such breach is capable of remedy the Contractor fails to remedy that breach within 7 days service upon it of notice giving particulars of the breach and requiring it to be remedied;
- (b) a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Contractor or an administration order or a winding up order is made against or a provisional liquidator appointed with respect to the Contractor or any other insolvency proceedings are commenced (including out of court filing for administration); or
- (c) the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts; or
- (d) any voluntary arrangement is proposed under Section 1 of the Insolvency Act 1986 in respect of the other Party; or
- (e) the other Party proposes or makes any composition or arrangement or composition with, or any assignment for the benefit of, its creditors;
- (f) the Contractor is the subject of a claim for breach of the Human Rights Act 1998 and/or the Equality Act 2010;
- (g) the Contractor is the subject of formal investigation, or the subject of a claim arising, in connection with its statutory obligations relating to employment rights, employment relations, working rights or equality;
- (h) the Contractor is the subject of formal investigation for or is the subject of prosecution for any offence under the Modern Slavery Act 2015; or
- (i) anything analogous to any of the events described in clauses (b) to (i) inclusive, occurs, including under any Statutory Requirements.

13.3 Where the Contractor commits a serious breach of any Statutory Requirements or industry regulations, the Client reserves the right to immediately suspend the Contractor pending further investigation. The Contractor will not be entitled to an adjustment to the Contract Sum or any extension of time for a period of suspension in accordance with this clause 13.3.

### 14 CONSEQUENCES OF TERMINATION

14.1 If the Contractor's employment under this Contract is determined pursuant to clause 13.1, the Client shall pay to the Contractor a fair and reasonable sum for the Works undertaken up to the date of such determination plus a fair and reasonable allowance for demobilisation costs but which shall not include, and the Contractor shall not be entitled to recover, any costs, loss or damage of any kind, including but not limited to any loss of profit, revenues, preliminaries, overheads, goodwill, financing charges and any indirect or consequential loss whatsoever. In the event of a determination under clause 13.1, the Client shall be at liberty to engage others to complete the Works or may do so itself.

14.2 If this Contractor's employment under this Contract is determined pursuant to clause 13.2:

- (a) All payments due and any further payments falling due to the Contractor under this Contract shall be immediately suspended;

- (b) The Contractor shall immediately deliver up the Documents and any completed collateral warranties insofar as the Client does not have such documents already;
- (c) Ownership in the Documents shall transfer from the Contractor to the Client immediately prior to the determination of the Contractor's employment under clause 13.2;
- (d) The Client may engage others to complete the Works (including any defects rectification) or may do such work itself;
- (e) Within 14 days of the issuing of a Defects Correction Notice or 18 months after the this Contract is determined (whichever is later), the Client shall prepare an account setting out the total value of the Works at the date of determination less the proper costs and losses incurred by the Client as a result of any of the circumstances listed in clause 13.2 arising and the parties shall then make any necessary balancing payment noted in the account forthwith.
- (f) On or before the date of determination of this Contract the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Client's employees, rate-payers or service users, are delivered up to the Client or securely destroyed.

14.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after the termination or expiry of this Contract (shall remain in full force and effect.

14.4 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 15 TERMINATION DUE TO CORRUPTION

15.1 In addition to the termination rights set out in clauses 13.1 and 13.2, the Client shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation of the Order if the Contractor shall have offered, or given, or agreed to give, any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or the execution of this Order or any other contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this Order or any other contract or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Client, the Contractor or any person employed by it acting on its behalf shall have committed any offence under the Bribery act 2010 or any amendment or successor legislation of them.

## 16 HEALTH AND SAFETY

16.1 The Contractor shall have full regard for the safety of persons who may be affected in any way in relation to the Works and shall comply with the requirements of the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other Statutory Requirements pertaining to the health and safety of persons.

16.2 The Contractor shall conduct all necessary tests and examinations prior to delivery of the Works to ensure that the Works is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using them. The Contractor shall give the Client adequate information about the use for which the Works has been designed and has been tested and about any conditions necessary to ensure that when put to use the Works will be safe and without risk to health.

16.3 Throughout the progress of any Works, the Contractor shall keep the Site in an orderly state and shall provide and maintain at its own cost all lights, guards, fencing and warning signs and any other systems required for the protection of the Works and the safety and convenience of the public and others.

16.4 The Client requires a demonstration of robust contingency plans by appropriate means by the Contractor. The Contractor must satisfy the Client that it has a Business Continuity Planning Policy with tested contingency arrangements in place. Depending on the importance and scale of the Works to be provided, the Client reserves the right to request detailed evidence of the Contractor's contingency plans such as sight of the Contractor's Business Continuity Plan, the Contractor's attendance at any contingency exercise or to conduct an audit of the Contractor's contingency arrangements (examples of what an effective Business Continuity Plan should include can be provided on request).

## 17 EQUAL OPPORTUNITIES, OMBUDSMAN INVESTIGATIONS AND HUMAN RIGHTS SAGEGUARDING

17.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equalities Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in the provision of works to the public or in employment or contravene the Human Rights Act 1998. The Contractor shall to the extent relevant to delivery of the Works comply with the Client's equal opportunities policies, which are available by contacting enquiries@adra.org.uk. The Contractor shall take all reasonable steps to secure the observance of these provisions by all employees or agents of the Contractor and all subcontractors employed in the execution of the Contract.

17.2 If either the Client's internal or external auditors shall wish to investigate the Contract, then the Contractor shall provide such information, access and co-operation as those persons may reasonably require.

- 17.3 The Contractor in the provision of the Works will be fully compliant with the Statutory Requirements of the Client (including the Children's Act 2004 and Safeguarding Vulnerable Groups Act 2006) to safeguard and promote the welfare of children, young people and vulnerable adults when on the Client's premises or properties where these groups may be present. The Contractor will ensure that all of their staff understands the duty placed on them to safeguard and promote the welfare of these vulnerable groups. Furthermore, the Contractor will ensure that all their staff understands that children and vulnerable adults may perceive workers on site as people who are trustworthy. These workers, therefore, have a duty to conduct themselves in a way, which will not breach this trust. The Contractor will ensure that their workers are appointed in line with the Client's safe recruitment processes. The Contractor will provide proof of registration with the Disclosure and Barring Service and will comply strictly any associated procedures, including those for risk assessment.
- 17.4 The Contractor will undertake Disclosure and Barring Service Disclosures for all staff where applicable and records will be kept as evidence that such checks have been undertaken. No contract will be awarded until proof of registration with the Disclosure and Barring Service has been obtained. The Contractor is liable for any costs incurred. The Client reserves the right to require the Contractor to produce evidence that a worker has been subject to an enhanced Disclosure and Barring Service Disclosures check when necessary.
- 17.5 All Contractor's employees and sub-contractor's employees must carry photographic identification with them at all times. The Client reserves the right to monitor rigorously the conduct of contract staff during the course of their work with it. The maltreatment, neglect or abuse of a child, young person or vulnerable adult by a contract worker may lead to a warning being issued to the Contractor, or in cases of serious negligence by the Contractor, a cancellation of the Contract. The Client reserves the right to permanently remove any member of the Contractor's or sub-contractor's staff from site or from their involvement in the Works.

## 18 Data Protection

- 18.1 For the purposes of this clause:

### "Data Protection Legislation"

means the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 1998, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, any additional or further laws in so far as it relates to the processing of data and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

### "Data Controller"

means a 'controller' as defined in the Data Protection Act 2018.

### "Data Processor"

means a 'processor' as defined in the Data Protection Act 2018.

### "Personal Data"

means 'personal data' as defined in the Data Protection Act 2018 and relates only to personal data, or any part of such personal data, of which the Client is the Data Controller and in relation to which the Contractor is providing works under this Contract.

- 18.2 With respect to the parties' rights and obligations under this Contract and the Data Protection Legislation, the parties acknowledge that the Client is a Data Controller and that the Contractor is a Data Processor.
- 18.3 The Contractor shall (and shall ensure that any sub-contractor and/or any third party shall) comply at all times with the Data Protection Legislation and the obligations of a Data Processor in respect of Personal Data belonging to the Client and shall not perform its obligations under this Contract in any such way as to cause the Client to breach its obligations under the Data Protection Legislation.
- 18.4 For the avoidance of doubt, failure by the Contractor to comply with its obligations under this clause 18 is also a failure to comply with its general obligations to carry out the Works in compliance with Statutory Requirements.

## 19 FREEDOM OF INFORMATION AND TRANSPARENCY

- 19.1 The Contractor acknowledges that unless the Client has notified the Contractor that the Client is exempt from the provisions of the Freedom of Information Act 2000 ("FOIA"), the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations 2004. The Contractor co-operates with and assists the Client so as to enable the Client to comply with its information disclosure obligations.
- 19.2 The Contractor:

- (a) transfers to the Client all requests for information that it receives as soon as practicable and in any event within two business days of receiving a request for information;
- (b) provides the Client with a copy of all information in its possession or power in the form that the Client requires within five business days (or such other period as the Client may specify) of the Client's request;
- (c) provides all necessary assistance as reasonably requested by the Client to enable the Client to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
- (d) procures that its sub-contractors do likewise.

19.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

19.4 The Contractor does not respond directly to a request for information unless authorised to do so by the Client.

19.5 The Contractor acknowledges that the Client may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.

19.6 The Contractor ensures that all information is retained for disclosure throughout the period for retention of 12 years and permits the Client to inspect such records as and when reasonably requested from time to time.

## 20 INSURANCE

20.1 The Contractor shall maintain the insurances stated in the Order from the Actual Commencement Date until 12 years after Actual Completion of the Works.

20.2 Such insurance shall contain a right of subrogation in the Client's favour, such that where the Client suffers a loss as a result of the Contractor's negligence, the Client's insurer can seek to recover the loss from the Contractor's insurer.

20.3 Whether or not insurances are provided for in the Order, the Contractor shall insure itself against all insurable liability under the Contract, including procuring professional indemnity insurance if the Contractor undertakes design or other advisory work as part of the Works. The minimum level of indemnity of such insurances, if not identified in the Order, shall be at an amount as would be expected of a contractor undertaking design and works of a size, scope and complexity similar to the Works and such insurances must be maintained for the timeframe stated in clause 20.1.

20.4 Upon the Client's request, the Contractor must supply evidence that it carries the insurances referred to in this clause 20.

## 21 SOCIAL VALUE

21.1 The Client is committed to work towards the principles set out by Well-being of Future Generations (Wales) Act 2015. The Contractor acknowledges that, in following the Well-being of Future Generations (Wales) Act 2015, the Client is required to consider how the Works improves the economic, social and environmental well-being of the area. In order to measure the Client's progress, the Client will adopt the National TOMs (Theme, Outcome, Measures) Wales method of monitoring, reporting and complying with the requirements of the Well-being of Future Generations (Wales) Act 2015, or such other method of measuring the social value impact of the Works as the Client notifies the Contractor from time to time.

21.2 The Client has identified in the Specification, or during the tender process, or will update the Contractor from time to time, the minimum reporting requirements which are common to National TOMs Wales projects (or such other method of measuring the social impact of the Works as the Client notifies the Contractor) together with any additional measurements the Client requires the Contractor to comply with. During the tender process for the Contract, or shortly after, the Contractor has completed, or will be required to complete, the TOMs social value calculator or such other data and/or information monitoring tool or process as required by the Client ("**the SV Measurement Tool**"). The Contractor guarantees that it will achieve the levels proposed in the SV Measurement Tool for each of the measurements within the timescales set out in the SV Measurement Tool.

21.3 The Contractor shall ensure that no current employee of the Contractor or any current employee of any of the subcontractors (of any tier) becomes unemployed as a result of implementing the SV Measurement Tool.

21.4 The Contractor shall provide reports to the Client at quarterly (or such other timescales / period as stipulated by the Client in writing) from the date of this Contract in the form specified by the Client setting out progress and achievements against the SV Measurement Tool. The Contractor shall also provide such additional information as the Client may reasonably require to establish to what extent the requirements of the SV Measurement Tool is being achieved.

- 21.5 Notwithstanding any other provision of this Contract and in addition to any other right or remedy of the Client, provision of the reports and information required under clause 21.4 no later than 1 week after the due date shall be a condition precedent to the Contractor's entitlement to payment of the full amount of any sum due under this Contract.
- 21.6 In the event the Contractor is not able to deliver the social value obligation as provided in the SV Measurement Tool, or otherwise fails to achieve any of the measures set out in the SV Measurement Tool during the Contract, the Client may:
- (a) instruct the Contractor to rebalance the measures in the SV Measurement Tool to ensure the overall percentage social value is maintained, such as allowing a decrease in one measure with a commensurate increase in another measure; and/or
  - (b) recover from the Contractor the notional value of any failed measures as provided by the SV Measurement Tool or, if such a calculation is not expressly provided, as the Client calculates to be fair and reasonable.

## 22 DOCUMENTS

- 22.1 The Contractor grants to the Client an irrevocable, non-exclusive, royalty-free licence to use and reproduce any of the drawings, details, specifications and calculations which have been or are prepared by or on behalf of the Contractor relating to the Works and the designs contained in them (including for the avoidance of doubt any Documents) for any purpose connected with the Works and to grant sub-licences in the terms of this licence but the copyright in the Documents shall remain vested in the Contractor. The Contractor will not be liable for any use of the Documents for any purposes other than those for which the same are or were prepared. The Client shall on written request be entitled to be supplied by the Contractor with copies of the Documents.
- 22.2 The Contractor warrants and indemnifies the Client in the event of a breach of this clause 22.2, that the use of the Documents for the purposes of Works will not infringe the rights of any third person.

## 23 RESPONSIBILITIES AND INDEMNITIES

- 23.1 The Contractor shall indemnify and save harmless the Client against and from all claims, causes of action, costs, loss and expense whatsoever in respect of:
- (a) Any negligence or breach of duty on the part of the Contractor, its subcontractors, its or their servants or agents;
  - (b) Any breach by the Contractor of any of its obligations under this Contract, including for the avoidance of doubt any failure to comply with Statutory Requirements in relation health and safety which results in any investigation, prosecution or other action by the Health & Safety Executive (or any related or successor body);
  - (c) Any act or omission of the Contractor, its subcontractors, its or their servants or agents which involves the Client in any liability to any other person; and
  - (d) Any damage caused to the Client, the Client's property, any other person or any other person's property by the Works.

## 24 ASSIGNMENT AND SUB-LETTING

- 24.1 The Contractor shall not, either legally or in equity, assign, charge, sub-contract, sub-let, transfer, factor (including as part of a debt factoring or similar arrangement) or otherwise make over this Contract or any part thereof or any of its obligations or liabilities without the prior written consent of the Client.
- 24.2 The Client may assign the benefit of this Contract (whether in whole or in part) at any time to any person.
- 24.3 In the event that the Contractor enters into any sub-contract in connection with this Contract it shall:
- (a) remain responsible to the Client for the performance of its obligations under the Contract notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors;
  - (b) impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the sub-contractor complies with such terms;
  - (c) provide a copy, at no charge to the Client, of any such sub-contract on receipt of a request for such by the Client; and
  - (d) require the sub-contractor to enter into the collateral warranty in accordance with clause 2.10 of this Contract.
- 24.4 The Contractor shall ensure that its sub-contractors and suppliers have accepted obligations equivalent to those set out in clauses 2.2 and 2.3(a) to (f) of this Contract.
- 24.5 Notwithstanding any other term of this Contract, nothing in this Contract confers or purports to confer any right to enforce the terms of this Contract on any party who is not a party to this Contract for the purposes of the Contract (Rights of Third Parties) Act 1999.

## 25 APPROVALS

- 25.1 No inspection, testing, approval, measurement (or re-measurement) or review nor any omission to inspect, test, approve or review on the part of the Client shall diminish any duty or liability hereunder of the Contractor.

**26 SET-OFF**

- 26.1 Nothing contained in this Contract shall oust or limit any right of the Client under any statute or rule of law or of equity in the nature of set-off or abatement of the Contract Sum.

**27 DISPUTES**

- 27.1 If a dispute or difference arises out of, under or connected with this Contract, either party may refer it to adjudication at any time in accordance with the adjudication provisions of Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended but with the Royal Institute of Chartered Surveyors as the adjudicator nominating body.

**28 NOTICES**

- 28.1 Any notices to be served by the Client pursuant to this Contract can be served by any effective means including by email to any valid email address of the Contractor. Unless expressly agreed in writing by the Client to a different method of notification, all notices to be served by the Contractor pursuant to this Contract must be either by hand delivery or recorded delivery post to the address stated in the Order. Provided notices have been delivered by the methods permitted in this clause 28, such notification shall be effective from the date of delivery to the relevant party. If notices have not been served in accordance with this clause 28, they shall be invalid.
- 28.2 Where under this Contract an act (including the service of a notice) is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date.

**29 LAW**

- 29.1 The Contract shall be subject to the law of England and Wales (as applicable in Wales) and, subject only to the parties' right to adjudication, the parties submit to the exclusive jurisdiction of the English and Welsh Courts.



**SCHEDULE 1 – COLLATERAL WARRANTIES**