

Recitals

Ninth Recital: After the word “design” in the first line delete “and” and replace with a comma and after the word “construction” add “and commissioning”.

Eleventh Recital: After the words (“the Contractor’s Proposals”) and before the semi-colon in the first bullet point add “which the Contractor is satisfied will meet in all respects the Employer’s Requirements in respect of the Contractor’s Designed Portion”.

Twelfth Recital: Delete “the Employer has examined the Contractor’s Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer’s Requirements.”

Articles

Article 3: After the words “The Contractor shall” delete “carry out and complete” and replace with the words “(1) carry out and complete the design for the Contractor’s Designed Portion and (2) carry out, complete and commission”.

Article 3: After the words “the Conditions” in line 3 add “who shall be the Specified Person, as defined in Section 110A(6) of the Housing Grants, Construction and Regeneration Act 1996 (as amended)”.

Article 8 Delete this Article and repl] ..Mr

In the reference to clause 7.3.1 add: “The form of performance bond is set out in Appendix 7 to the Schedule of Amendments.”

In the reference to clause 7.3.2 add: “The form of Parent Company Guarantee is set out in Appendix 6 to the Schedule of Amendments.”

Delete the whole of the section which references clause 7.4.

Delete the whole of the section which references clause 9.4.1.

design documentation or information provided by the Contractor, brochures, budgets, CAD materials, calculations, data, design details, designs, diagrams, graphs, minutes, models, notes of meetings, photographs, plans, programmes, reports, schedules, sketches, specifications, surveys and other similar materials whether in hard copy, on computer disk, stored electronically on a computer or in a virtual “cloud”, in any other computer-generated format

relevant sections of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).”

Delete the definition of “**P&T Rights**”.

Add the following definitions:

[“**Planning Matrix**: the documents headed "Schedule of Planning Conditions with Responsibilities" and "Reserve Matters Conditions Responsibility Schedule" which are included in the Employer's Requirements at [insert reference];]

“**Practical Completion**: when

(i) the Works or the relevant Section (as appropriate) are complete and

Contract Sum Analysis (if any) that are not included in the Employer's Requirements are to be treated as fixed allowances made by the Contractor and will not be subject to instruction by the Employer and/or adjustment³.]

Add the following definition:

"Schedule of Amendments: the document entitled "Schedule of Amendments to the JCT Standard Building Contract 2016 without Quantities" attached to this Contract."

Amend the following definitions:

Scheme: add at the end of the definition "(as amended)".

Add the following definitions:

"Specified Person: the Architect/Contract Administrator."

"Sub-Contractor: any sub-contractor with design responsibility employed by the Contractor to carry out all or part of the design and/or installation of any part of the Works or Contractor's Designed Portion."

Amend the following definition:

Tenant: delete "as such (whether by class or description) in or by the Rights Particium0 G[873 0s"Tf1 a4(ol)6(e)3(t)-4(he)3(r)-3()-69(by)13()-69(cl)5(ass)13()-69(or)9()-69(d

- 1.4.9 all references to the words “force majeure” shall be construed as “Force Majeure”.

Contracts (Rights of Third Parties) Act 1999

- 1.6 Delete the words “Other than such rights of any Purchasers, Tenants and/or Funders as take effect pursuant to clauses 7A and/or 7B” and replace with “Without prejudice to any third party rights acquired pursuant to clause 7”.

Notices and other communications

- 1.7.2 In the first line change “clause” to “clauses” and before “1.7.4” insert “1.7.3,” and after “1.7.4” delete “,” and insert “and 1.7.6”.

Delete clause 1.7.3 and replace with:

- “1.7.3 Subject to clause 1.7.2, any notice, communication or document shall be duly given to or served on either Party if delivered by hand or sent by Royal Mail special delivery to its address stated in the Contract Particulars or such other address as either Party may specify from time to time by written notice to the other Party.”

- 1.7.4 Delete “Recorded Signed for or by Special Delivery post” and replace with “Royal Mail special delivery”.

Renumber clause 1.7.5 as clause 1.7.6 and add a new clause 1.7.5 as follows:

- “1.7.5 Any notice, as referred to in this clause 1.7, shall be deemed to have been received on the day of delivery if delivered by hand, the second working day after the day of posting if sent by Royal Mail special delivery and on the day of sending if sent by facsimile.”

Effect of Final Certificate

- 1.9.1.1 Delete this clause.

Effect of certificates other than Final Certificate

- 1.10 Delete “Save as stated in clause 1.9 no” and replace with “No”.

Applicable law

- 1.12 Delete this clause and replace with “This Contract shall be governed by and construed in accordance with the laws of England. If any dispute or difference arises between the Contractor and Employer in connection with this Contract which cannot be resolved by mutual agreement, subject to clause 9.2 (adjudication), it shall be referred to the exclusive jurisdiction of the English courts except for the purposes of enforcement proceedings in respect of any judgment or award of the English courts in another jurisdiction.”

Insert new clause 1.13

“1.13 References in this Contract to the "Contractor" shall, where appropriate, be deemed to include references to the Contractor's Persons.”

Add a new heading: “**Tender**”

Add a new clause:

1.14 “Nothing in the Contractor’s tender for the Works shall operate to exclude or limit the Contractor’s liability for the design of the Contractor’s Designed Portion or for the execution, completion and commissioning of the Works.”

Add a new heading: “**Early Warning**”

Add a new clause 1.15:

“1.15.1 The Contractor shall liaise and cooperate fully with the Employer throughout the Contractor’s performance of his obligations under this Contract, including by giving the Employer early warning of the anticipated occurrence of any Relevant Event or Relevant Matter as soon as reasonably practicable after the Contractor becomes aware thereof.

1.15.2 The Contractor shall liaise and cooperate fully with the Employer’s Persons throughout the Contractor’s performance of his obligations under this Contract.”

Section 2: Carrying out the Works

General obligations

Renumber clause 2.1 as 2.1.1

2.1.1 After “out” in the first line delete “and” and replace with “,” and after “com

other addition to the Contract Sum (whether under clause 4.20 or otherwise) as a result of its complying with this clause 2.1.6 and a Variation shall not arise in connection therewith.”]

Add new clause:

“2.1A.1 The parties warrant that:

- .1 they have not committed any offence under the Bribery Act or done any of the Prohibited Acts;
- .2 they have in place adequate procedures to prevent bribery and

- .3 prohibited by this Contract;
- .4 not in accordance with any relevant British Standard, Eurocode, code of practice, best up-to-

- (xvi) Contractor's Designed Portion design procurement and Contractor's Designed Portion design completion programme.

2.4A.2 The Contractor's Programme shall set out the Contractor's intentions for carrying out the design, procurement, execution

2.



by the Employer, with any said third party or with persons employed or engaged by them;

.3 shall not, without having previously notified the Employer in writing thereof, impose or agree to any aspect of the Access Regime which would or is likely to delay or disrupt the carrying out and completion of the Works or any Section, and (except to the extent the Employer or any said third party, or persons employed or otherwise engaged by them, fails to comply with the Access Regime) the Contractor agrees that he has made or shall be deemed to have made all reasonable allowance in the programming, planning and pricing of the Works for allowing such access; and

.4 shall promptly notify the Employer in writing if at any time he considers that the Employer or any said third party, or any persons employed or otherwise engaged by them, is failing to comply with the Access Regime and/or with any site induction procedures and site regulations and directions of the Contractor concerning such access or use or concerning health and safety matters generally.

Where and to the extent that the Contractor has, or ought reasonably to have, allowed in its programme and/or in the Contract Sum for complying with its obligations in this clause 2.7B, it shall not be entitled to any extension of time under clause 2.28 to the relevant Completion Date, reimbursement of loss and/or expense or any other addition to the Contract Sum (whether under clause 4.20 or otherwise) as a result of such compliance.

2.7C The Employer shall comply, and shall use reasonable endeavours to procure that the said third parties shall comply with the Access Regime and with any site induction procedures and site regulations and directions of the Contractor concerning access to or use of the site or concerning any health and safety matters which have previously been notified to the Employer by the Contractor.

2.7D The Employer shall not be regarded as having taken possession of any part of the Works within the meaning of clause 2.33 by reason of any such fitting-out or other works or by the Contractor allowing any access or use as referred to in clause 2.7B.

2.7E The Contractor shall liaise and cooperate fully with the Employer and any third parties which are from time to time notified to the Contractor by the Employer. Such liaison and cooperation shall include the provision of reports and other information and such attendance by the Contractor at progress meetings as is reasonably required by the Employer. The Contractor shall have no authority to represent the Employer in any dealings with any such third parties. The Contractor shall not act on any instructions purportedly given to him by or on behalf of any such third parties but shall forthwith notify the Employer of the same. The Contractor shall not be entitled to any extension of time under clause 2.28 to the relevant Completion Date, reimbursement of loss and/or expense or any other addition to the Contract Sum (whether under clause 4.20 or otherwise) as a result of its compliance with this clause 2.7E."]

Supply of Documents, Setting Out etc.

2.9.1.2 After “programme” in the second line add “setting out such information as the Architect/Contract Administrator may reasonably require”.

2.9.4 Delete clause 2.9.4. Add new clauses 2.9.4A to 2.9.4E:

“2.9.4A In relation to the CDP Works, the Contractor without further charge to the Employer shall submit to the Architect/Contract Administrator at one or other’s request [five (5)]

2.9.4E Any comments received from the Architect/Contract Administrator in accordance with the

.4 the means of communication with and access to the site and the accommodation it may require,

[REDACTED]

Contractor without any alteration to the Contract Sum or any entitlement to an extension of time under clause 2.28 to the relevant Completion Date and without that alteration or modification constituting a Variation.”

2.14.2

clause 2.29.2 notwithstanding that the Completion Date has passed.”

[Add a new clause 2.29B:

“2.29B

relate to one only or to both sub-clauses 2.30B(i) and 2.30B(ii) and to one or more or all of sub-clauses 2.30B(iii) to 2.30B(xi) and notwithstanding anything to the contrary elsewhere in

documents and information which the Employer requires to be provided by the Contractor under this clause.”

Copyright and Use

2.41 Delete and substitute:

“2.41.1 The copyright in the Contractor’s Design Documents shall remain vested in the Contractor (or the relevant sub-contractor or member of the Contractor’s Design Team as applicable).

2.41.2 The Contractor grants to the Employer an irrevocable, royalty-free and non-exclusive licence, such licence to remain in full force and effect notwithstanding Practical Complet

gives to the Employer.

2.41.6 The Contractor warrants that in performing the Works and the design of the Works it has not infringed and shall not infringe any copyright or other intellectual property or design rights of any third party.

2.41.7 The Contractor shall not be liable for any use of the Contractor's Design Documents for any purpose other than the purpose they were prepared for."

Insert new clause 2.42:

"2.42 In the event of termination of the Contractor's employment however effected,

part of the Works or the design of the Contractor's Designed Portion that the proposed consultant or sub-contractor is competent and has allocated or will allocate adequate resources to enable it to comply with all its obligations under the CDM Regulations.

- "3.7.4 The Contractor shall not appoint a Consultant, sub-contractor or supplier if compulsory grounds for excluding the Consultant, sub-contractor or supplier under Regulation 57 of the PC Regulations apply to it.
- 3.7.5 The Contractor shall provide details of any sub-contractor to whom the Contractor wants to sub-contract the whole or any part of the Works as the

JCT Standard Building Sub-Contract with sub-contractor's design Agreement and Conditions 2011 without the Employer's prior written consent. The sub

Instructions on Provisional Sums

3.16 Insert at the end of this clause:

"The Contractor agrees that the Employer's Requirements contain sufficient information concerning work for which a Provisional Sum has been included in the Employer's Requirements so that the Contractor has planned, programmed and priced the CDP Works to take into account such work. Accordingly, the Contractor shall not be entitled to any extension of time under clause 2.28 or reimbursement of loss and/or expense under clause 4.20 by reason or in consequence of any instruction to expend a Provisional Sum, except to the extent that any such instruction or work constitutes a material alteration to the overall nature and/or scope of the CDP Works or the Employer has failed to release information to the Contractor by the latest date contained in the Contractor's Programme (the latest version of which has been sent to the Employer under clause 2.4A.3), unless due to any act, omission or default of the Contractor or any person for whom the Contractor is responsible."

"Work not in accordance with the Contract

3.18.1 After: "site of" insert "or rectification of".

CDM Regulations

3.23.1 In lines 1 and 2, delete "ensure" and replace with "require".

3.23.4 At the end delete "." and add "before the issue of the Practical Completion Certificate or Section Completion Certificate under clause 2.30. Where the Contractor is the Principal Designer, or is required by the Architect/Contract Administrator to deliver the health and safety file, the Contractor shall without charge prepare, and deliver to the Employer, the health and safety file before the issue of the Practical Completion Certificate or a Section Completion Certificate under clause 2.30;"

Add a new clause 3.23.5:

"3.23.5 where it is the Contractor's responsibility to prepare the Construction Phase Plan:

3.23.5.1 if as a result of the Construction Phase Plan not being ready, the construction of the Works or the relevant Section does not start on the Date of Possession, the Contractor shall not be entitled to any extension of time or addition to the Contract Sum as a result of the Contractor being unable to commence the construction of the Works or the relevant Section on the Date of Possession; or

3.23.5.2 if the Construction Phase Plan has to be varied or supplemented during the execution of the Works as a result of the negligence, omission or default of the Contractor, the Contractor will not be

Add a new clause 3.24:

"3.24 The Contractor warrants to the Employer that it is competent to fulfil the role[s] of Principal Contractor [and Principal Designer] for the purposes of the CDM Regulations and that it will allocate adequate resources for health and safety to enable it to perform its duties as Principal Contractor [and Principal Designer]⁵."

Section 4: Payment

Contract Sum and Adjustments

Items included in adjustments

[4.3.3 Delete this sub-clause 4.3.3 and insert "not used;".]

VAT

After clause 4.5.2 insert new clause 4.5.3:

"4.5.3 The Contractor shall at the same time as submitting its Payment Applications referred to in clause 4.10.1 or Payment Notices under 4.10.2 submit to the Employer a VAT invoice for such amount. If the Architect/Contract Administrator gives an Interim Certificate to the Contractor under clause 4.9 or a notice under clause 4.11.5 the Contractor shall re-submit to the Employer a VAT invoice for the revised amount due. If the Contractor gives a notice under clauses 4.8 or 4.11.5 the Contractor shall at the same time as submitting the relevant notice submit to the Employer a VAT invoice for such amount."

Payments, Certificates and Notices general provisions

Interim certificates and valuations

4.9.1.1 In line 1 after "have been due" add the words "(which sum may be zero or a negative amount)".

4.10.1 Insert at the end of the clause "Each Payment Application shall be accompanied by a detailed priced statement of work executed and materials on the site prepared at the date of the Payment Application"

Interim and final payments final date and amount

4.11.1 Delete "14 days" and insert "28 days".

Add a new clause 4.11.8:

"4.11.8 Notwithstanding sub-clauses 4.11.1 to 4.11.7, and without prejudice to clause 8 of this Contract, if the Contractor becomes Insolvent 5 or fewer days before the final date for payment, the Employer shall not be required to pay the Contractor the sum, or any part of the sum, due to it under clause 4.11."

Pay Less Notices and other general provisions

4.12.2 After "zero", before the full stop, insert the words "or a negative figure".

4.12.3 Delete the clause and replace with "The Employer shall be entitled to withhold or deduct from a sum due to the Contractor under this Contract, even if that sum includes any Retention due for release under clause 4.19."

Contractor's right of suspension

4.13.1 After "the performance of" add "any or all of".

4.13.3 In clause 4.13.3, delete "or on request" and at the end of the sub-clause, add a new sentence: "The Contractor shall, on request, submit such further details as are reasonably requested by or on behalf of the Employer".

Gross Valuation

4.14.1.2 After "prematurely" and before ";" at the end add "and provided also that the Contractor has produced to the Employer satisfactory evidence that there is no term of any contract or other circumstance which might operate to prevent the passing of property in any of the Site Materials to the Employer".

Sums due as Interim Payments

4.15.1 After "(the Retention)" but before the semi colon add "and amounts under clauses 2.38B.1, 2.38B.2 and 6.15A".

Retention

Rules on treatment of Retention

4.17.1 Delete the sub-clause and replace with "t

Matters materially affecting regular progress

4.20.1 After the words “subject to” in line 4 add “the support of contemporaneous evidence and records where appropriate and”. Delete “clause 4.20.2 and compliance with the provisions of clause 4.21” and add “the conditions precedent in clauses 4.20.2, 4.20.3, 4.20.4, 4.20.5, 4.21.1, 4.21.2, 4.21.3, 4.21.4 and 4.21.5”.

Add new clauses 4.20.3, 4.20.4 and 4.20.5:

“4.20.3 The Contractor shall make reasonable and proper efforts to avoid or reduce such loss and/or expense.

4.20.4 The Contractor shall not be entitled to any loss and/or expense on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or any of the Contractor’s Persons.

4.20.5 The Contractor shall not be entitled to claim any reimbursement of loss and/or expense to the extent that the Contractor would in any event have incurred such loss and/or expense for a reason which is not a Relevant Matter or Contractor’s risk under this Contract.”

Notification and ascertainment

4.21.1 Add after “apparent to him” before the full stop the words “and in any event no later than 12 weeks after the date on which it became apparent or the date on which it should have become apparent to a competent contractor acting reasonably”.

4.21.4 Delete this sub-clause and add new sub-clauses 4.21.4 and 4.21.5:

“4.21.4 The Architect/Contract Administrator shall assess the Contractor’s initial assessment in such reasonable period as is appropriate taking into account the information provided by the Contractor in support of its notification under clause 4.21 and any further information the Architect/Contract Administrator may reasonably require.

by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons,"

- 5.9.2 Replace the word "a" with the words "an undefined", and after the word "Sum" add "which requires the Contractor to carry out work additional to the Works."

Add new clauses 5.10.3, 5.11 and 5.12:

"5.10.3 The Contractor is not and shall not be entitled to any additional payment, any extension of time under clause 2.28 or loss and/or expense under clause 4.20 if and to the extent that any Variation is attributable to any negligence, default or breach of contract by the Contractor or the Contractor's Persons.

No adjustment to cost of preliminaries

- 5.11 The Contractor agrees that the fixed price included in the Contract Sum for preliminaries and for

relation to them. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any failure or default by the Contractor in this regard.

- 6.2.3 The Contractor shall be responsible for and shall reimburse the Employer in respect of any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference, except only where such trespass, nuisance or interference is the consequence of a Variation or other instruction by or on behalf of the Employer (which is itself not due to any negligence, default or breach of contract by or on behalf of the Employer) or on behalf of the Employer.

- 6.15 Add new sentence at the end of the clause “The obligations under this clause 6.15 and clause 6.15A (in their entirety) shall continue notwithstanding the termination of the Contract or termination of the Contractor’s employment hereunder, in either case for any reason whatsoever, including by the Employer.”

After clause 6.15 insert a new clause 6.15A:

- “6.15A If the Contractor has not provided evidence of any policies required under this Contract to the Employer at tender stage, the Contractor shall provide it immediately after the execution of this Contract and thereafter upon reasonable request by the Employer. In the event that in the Employer’s reasonable opinion those policies do not effect proper cover in accordance with this Contract, the Employer may require the Contractor to effect and the Contractor will effect such further insurance as the Employer may reasonably require. Failure by the Contractor to provide such documentary evidence within 15 Business Days of a written request by the Employer shall entitle the Employer to take out such professional indemnity insurance as is mentioned in clause 6.15 on the Contractor’s behalf and to recover the costs of doing so from the Contractor as a debt.”

Increased cost and non-availability

- 6.16 Renumber clause 6.16 as “6.16.1”, replace the full stop at the end with a comma and the following words “including but not limited to maintenance by the Contractor of a lower level of Professional Indemnity insurance at the Contractor’s own cost”.

Add a new clause 6.16.2:

- “6.16.2 Any increase or additional premium required by insurers by reason of the Contractor’s own claims record or act, omission, matter or circumstance

Contractor's consent to any party or parties providing finance to the Employer in connection with the procurement of the Works or to a party or parties providing finance to a subsidiary or holding company as referred to in clause 7.1.1.

7.1.3 The Contractor shall not be entitled to assign this Contract or any part, share or interest in this Contract or any right arising under it without the Employer's prior written consent."

Performance Bonds and Guarantees

Add a new clause 7.3A

"7.3A It shall be a condition precedent to the obligation of the Employer to pay any sums under this Contract that the Contractor shall have delivered to the Employer any performance bond, guarantee or parent company guarantee so required by the Employer."

Delete the heading "**Clauses 7A to 7E Preliminary**" and insert "**Clauses 7A to 7G Preliminary**".

Rights Particulars

Delete clause 7.4 and replace with "Not used."

Third Party Rights from Contractor

Delete clauses 7A and 7B and replace with "Intentionally blank."

Collateral Warranties from Contractor

7C Delete this clause and replace with:

"

The Employer requires that the Contractor, from time to time whether before or after the completion of the Works, executes as deeds and delivers to the Employer within 14 days of such requests warranties in favour of Beneficiaries in the form in Appendix 1 to the Schedule of Amendments with

Delete existing clause 7E, add new heading
clause:

and add a new

[“

Termination by Employer

Default by Contractor

8.4.1

change "The" to "the". After "acting on his behalf", add "or associated with him". At the end of the clause, after the full stop add: "For the purpose of this clause 8.6, whether a person is associated with another person shall be determined in accordance with Section 8 of the Bribery Act and a person associated with the Contractor includes, but is not limited to, any sub-contractor of the Contractor".

Consequences of termination under clauses 8.4 to 8.6

- 8.7.1 From line 4 delete "(subject to obtaining any necessary third party consents)".
Renumber this clause as 8.7.1.1.

Add new clauses:

- "8.7.1.2 the Employer may pay a supplier or sub-contractor for any goods delivered or works executed for the purposes G[(s)] TJETQq0.000008873 0 595.44 841.68 reW*nBT/

month period” and replace with: “12 month period”.

8.8.1.1 In the first line between “work” and “properly”, insert “(including work carried out under clause 8.13)”.

Termination by Contractor

Default by Employer

8.9.1.1 Add at the end before “;or” the words “within one calendar month from the date of receipt by the Employer of the Contractor's VAT invoice in respect of the amount due and payable as ascertained and certified in accordance with clause 4 ”.

8.9.1.2 Delete this clause.

Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations

8.11 In the heading after “73(1)(a)” add “, 73(1)(b)”.

8.11.1.2 After “Statutory Undertaker” add “(except where such Statutory Undertaker is employed or engaged by the Contractor)”.

8.11.1.3 After “Works” add “at the site”.

8.11.3 In line 3 after “73(1)(a)” add “, 73(1)(b)”.

Add a new sub-clause 8.11.4:

“8.11.4 Where the Contract is one to which regulation 57 of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor’s employment under this Contract where the Employer becomes aware that the Contractor should have been excluded from participating in the tender process for this Contract under one of the grounds for mandatory exclusion under regulation 57 of the PC Regulations.”

Consequences of Termination under clauses 8.9 to 8.11 etc.

8.12.3.3 Add “or under clause 8.13” to the end of the clause.

Add new clause 8.13:

“8.13 Upon termination of the Contractor’s employment under clause 8.4, 8.5, 8.6, 8.8, 8.9, 8.10 or 8.11 or if this Contract is terminated, repudiated or discharged (notwithstanding the fact that the Contractor may dispute the occurrence of any of these events) the Contractor shall immediately vacate the site leaving it in a safe and tidy manner, and deliver possession of the site to the Employer. On application from the Contractor, the Employer will allow the Contractor an opportunity to visit the site to remove any equipment or plant belonging to the Contractor and which was not capable of being removed when the Contractor delivered possession of the whole of the site to the Employer.”

Section 9: Settlement of Disputes

Arbitration

Delete clauses 9.3 to 9.8 and replace with “Number not used”.

New Section 10: Confidentiality

- “10.1 The Contractor will not without the prior written approval of the Employer take or permit to be taken any photographs of the Works for use in any publicity or advertising and further shall not publish any publicity or advertising relating to the Employer, the project or the Works without prior written consent from the Employer.

- 10.2 The Contractor and its agents and employees, will not without the prior written approval of the Employer disclose to any other person (other than any person

in connection with the Contractor having exercised its discretion under this paragraph 7.1, and it shall not be entitled to any loss and expense or to any extension of time in relation to the rectification and/or correction of such defects or faults.”

Paragraph 8.2 Remove the final “and”.

Appendix 1

Contractor/Beneficiary Warranty

[insert]

Appendix 2

Sub-Contractor/Beneficiary Warranty

[insert]

Appendix 4

Post-Novation Warranty from Consultant to Employer

[insert warranty which should have been agreed with the Consultant beforehand / appended to the Consultant's appointment]⁸

⁸ If no form of warranty was agreed with the consultant / in the consultant's appointment, mark this Appendix 4 as "not used" and use the form in Appendix 3 instead (subject to the novating consultant's agreement).

Appendix 6

PCG

Appendix 7

Performance Bond

[insert]

Appendix 8

BIM Protocol

[BIM Protocol]