



Contract Conditions  
(TI 03)

Invitation to Tender

For

Weymouth 'Bus Shelter'

For

Dorset Council

This document contains the contract conditions upon which the contract will be let:-

Contract Particulars:

1. Conditions of contract
2. Design Warranty – Sub-Consultants/ Sub-Contractors
3. Parent Company Guarantee

# **1. Conditions of Contract**

## D&amp;B 2024 checklist

1	<b>Employer details - name</b>
	Dorset Council
2	<b>Employer's details -address</b>
	County Hall, Colliton Park, Dorchester, Dorset DT1 1XJ
3	<b>Contractor details</b>
	TBC
4	<b>What is the Contractor</b>
	<input type="checkbox"/> Individual <input type="checkbox"/> Company registered under the Companies Acts (England and Wales) <input type="checkbox"/> Company Registered under laws of another country. <input type="checkbox"/> Other
	<b>Currency of the contract?</b>
	GB Pounds Sterling
FIRST RECITAL	<b>What is the nature of the works?</b>
	Provision of 5nr Modular Residential Units
	<b>What is the location of the Works?</b>
	Bus Shelter, Mount Pleasant Park and Ride Car Park, Mercury Road, Weymouth, DT3 3FA.
FIFTH RECITAL	<b>Are the works divided into sections?</b>
	No
SIXTH RECITAL	<b>Is the contract supplemented by Framework Agreement?</b>
	No
ARTICLE 2	<b>What is the VAT-exclusive Contract Sum in words?</b>
	TBC
	<b>What is the VAT-exclusive Contract Sum in figures?</b>
	TBC
ARTICLE 4	<b>What is the Employers Agent name ?</b>
	Currie & Brown
	<b>What is the Employers Agent address ?</b>
	Kensington Court, Woodwater Park, Pynes Hill, Rydon Lane, Exeter, EX2 5TY
ARTICLE 6	<b>Is the Principal Designer for the purposes of the CDM Regulations the Contractor ?</b>
	Yes

	<b>Is the Principal Contractor for the purposes of the CDM Regulation the Contractor ?</b>
	Yes
<b>ARTICLE 7</b>	<b>Is the Principal Designer for the purposes of the Building Regulations the Contractor ?</b>
	Yes
	<b>Is the Principal Contractor for the purposes of the Building Regulations the Contractor ?</b>
	Yes
<b>ARTICLE 9</b>	<b>Is dispute resolution to be by arbitration ?</b>
	Yes
<b>CP FOURTH Recital and Clause 4.5</b>	<b>Is the Employer a Contractor for the purposes of the Construction Industry Scheme ?</b>
	Yes
<b>CP SIXTH Recital</b>	<b>What are the details of the Framework agreement ?</b>
	N/A
<b>CP SEVENTH Recital</b>	
<b>Part 1 of Schedule 2:</b>	<b>Does Supplemental Provision 1 (Named Sub-Contractors) apply ?</b>
	No
	<b>Does Supplemental Provision 2 ( Valuation of Changes - Contractors estimates) apply ?</b>
	Yes
	<b>Does supplemental Provision 3 (Loss and Expense - contractors estimates ) apply ?</b>
	Yes
	<b>Does Supplemental Provision 4 (Acceleration Quotation) apply ?</b>
	Yes
	<b>Does Supplemental Provision 5 (Health and Safety) apply ?</b>
	Yes
	<b>Does Supplemental Provision 6 (Cost savings and value improvements) apply ?</b>
	Yes
	<b>Does Supplemental Provision 7 (Performance Indicators and monitoring) apply ?</b>
	No
<b>CP ARTICLE 5</b>	<b>What are the details of the document setting out the Employers Requirements ?</b>
	TI 04 - ER1 – Preliminaries TI 05 - ER2 - Design Requirements TI 06 - ER3 - Supplementary Information TI 07 - ER4 – Pre-Construction Information
	<b>What are the details of the document setting out the Contractors Proposals?</b>

	To be provided by the Contractor
	<b>What are the details of the document setting out the Contract Sum Analysis ?</b>
	TR 01 - Priced Contract Sum Analysis
<b>CP 1.1</b>	<b>What is the Base date ?</b>
	10 days before the date for the return of tenders
	<b>Is there any applicable BIM Protocol ?</b>
	No
	<b>What is the date for Completion of the works ?</b>
	Refer to TI 01 – Invitation to Tender
<b>CP 1.7.3:</b>	<b>What is the Employers address for service of notices ?</b>
	County Hall, Colliton Park, Dorchester, Dorset DT1 1XJ
	<b>What is the Contractors address for service of notices ?</b>
	TBC
	<b>What is the Employers email address ?</b>
	John.Butcher@dorsetcouncil.gov.uk
	<b>What is the Contractors email address ?</b>
	TBC
<b>CP 1.7.4.2:</b>	<b>Does Clause 1.7.4.2 ( Service of notices by email) apply ?</b>
	<input checked="" type="checkbox"/> no
	<input type="checkbox"/> Yes
<b>If yes:</b>	<b>What is the Employers email address for notice to be served under Clause 1.7.4 ?</b>
	N/A
	<b>What is the Contractors email address for notice to be served under Clause 1.7.4 ?</b>
	N/A
<b>CP 2.3</b>	<b>What is the Date of Possession of the site ?</b>
	Refer to TI 01 – Invitation to Tender
<b>CP 2.4</b>	<b>Deferment of possession of the site : does clause 2.4 apply ?</b>
	Yes
<b>CP 2.17.3</b>	<b>What is the limit (if any) of the Contractors liability for loss of use etc. arising from any inadequacy in the Contractors design work ?</b>
	Unlimited
<b>CP 2.29.2</b>	<b>What is the rate of liquidated damages?</b>

	£392.00
	What is the period to which this rate applies?
	per calendar day
<b>CP 2.35</b>	<b>What is the Rectification Period?</b>
	12 months
<b>CP 4.2; 4.12; 4.13</b>	<b>Which Fluctuations Provision applies?</b>
	<input type="checkbox"/> JCT Fluctuations Option A (Contribution, Levy and tax fluctuations) <input type="checkbox"/> JCT Fluctuations Option B (Labour and materials costs and tax fluctuations) <input type="checkbox"/> JCT Fluctuations Option C (Formula Adjustments) <input checked="" type="checkbox"/> No Fluctuations Provisions <input type="checkbox"/> Other Fluctuations Provisions
<b>CP 4.7.1</b>	<b>Which alternative method of payment applies?</b>
	<input type="checkbox"/> By stages (Alternative A) <input checked="" type="checkbox"/> Periodically (Alternative B)
<b>CP 4.7.2</b>	<b>What is the first Interim Valuation Date?</b>
	One month from the Date of Possession
<b>CP 4.15.4</b>	<b>Is a bond required in respect of Listed Items uniquely identified?</b>
	No
<b>CP 4.15.5</b>	<b>Is a bond required in respect of Listed Items NOT uniquely identified?</b>
	No
<b>CP 4.18.1</b>	<b>What is the Retention Percentage?</b>
	5%
<b>CP 4.21.6</b>	<b>Does clause 4.21.6 (the effects of an epidemic on the execution of the Works etc. ) apply?</b>
<b>Relevant Matters</b>	yes
<b>CP 4.21.7</b>	<b>Does clause 4.21.7 (exercise of statutory power etc. ) apply ?</b>
<b>Relevant Matters:</b>	yes
<b>CP 5.5</b>	<b>What are the details of the documents setting out the Percentage Additions and the All-Inclusive Rates?</b>
<b>Daywork</b>	TR 01 - Priced Contract Sum Analysis
<b>CP 6.4.1</b>	<b>Contractors Public Liability insurance (injury to persons or property): what is the minimum amount of insurance cover required for any one occurrence or series of occurrences arising out of one event?</b>
	£10,000,000
<b>CP 6.5.1</b>	<b>Contractors insurance - Employers Liability: What is the minimum amount of indemnity required for any one occurrence or series of occurrences arising out of one event ?</b>

	£10,000,000
<b>CP 6.7</b>	<b>Works insurance: which option of insurance applies:</b>
	<input checked="" type="checkbox"/> Insurance Option A (by Contractor) <input type="checkbox"/> Insurance Option B (by Employer) <input type="checkbox"/> Insurance Option C (in joint Names by Employer)
	<b>What is the % required to cover professional fees?</b>
	15%
<b>CP 6.10</b>	<b>Terrorism Cover: What are the details of the document setting out the required cover ?</b>
	Pool Re Cover
<b>CP 6.15</b>	<b>Which type of Professional Indemnity Insurance is required?</b>
	<input checked="" type="checkbox"/> For any one claim or series of claims arising out of one event <input type="checkbox"/> Aggregate amount for any one period of insurance
<b>CP 6.17</b>	<b>Does the Joint Fire Code apply?</b>
	Yes
<b>CP 7.2</b>	<b>Assignment of rights: does the clause 7.2 apply?</b>
	Yes
<b>CP 7.3.1</b>	<b>Is a performance bond or guarantee from a bank or other approved surety required?</b>
	No
<b>CP 7.3.2</b>	<b>Is a guarantee from the Contractors parent company required?</b>
	Yes (if applicable) – Wording contained in part 3 of TI 03: Contract Conditions
<b>CP 7.4</b>	<b>What are the details of the document setting out the Rights Particulars and Collateral Warranties, i.e. the requirement for the grant by the Contractor and sub-contractors of P&amp;T, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works?</b>
	Collateral warranties are required from all subcontractors and subconsultants with design responsibility. The required wording of the collateral warranties is provided in part 2 of TI 03: Contract Conditions
<b>CP 8.9.2</b>	<b>What is the period of suspension under clause 8.9.2 (act of Employer etc.)?</b>
	2 months
<b>CP 8.11.1.1 to 8.11.1.7</b>	<b>What is the period of suspension under clause 8.11.1 (force majeure etc.)</b>
	2 months
<b>CP 9.1</b>	<b>Who is the Employers nominee regarding clause 9.1?</b>
<b>Notification and negotiation of disputes</b>	Tim Hulme, Assets & Property, County Hall, Colliton Park, DT1 1XJ.



	<b>Who is the Contractors nominee regarding clause 9.1?</b>
	TBC
<b>CP 9.3.1</b>	<b>Is the Adjudicator to be named in the Contract?</b>
	No
	<b>Which body is to be the nominating body of the Adjudicator?</b>
	<input type="checkbox"/> Royal Institute of British Architects <input checked="" type="checkbox"/> The Royal Institution of Chartered Surveyors <input type="checkbox"/> Constructionadjudicators.com <input type="checkbox"/> Chartered Institute of Arbitrators <input type="checkbox"/> Other
<b>ATTESTATION</b>	<b>What is the method of execution?</b>
	<input type="checkbox"/> Under Hand - JCT form <input checked="" type="checkbox"/> As a deed - JCT form <input type="checkbox"/> Other form

## 2. Design Warranties

Dated

[The Consultants]

DORSET COUNCIL

[The Main Contractor]

~~~~~  
COLLATERAL WARRANTY DEED  
~~~~~

Issue: 2  
Issue Date: 15/10/02

DRAFT/CONSULTANTS WARRANTY IN FAVOUR OF THE EMPLOYER

THIS DEED is made the                      day of                      Two thousand and

**BETWEEN**

**(1)**

carrying on business under the name of

whose principal place of business is at

("the Consultants" which expression shall include their personal representatives) and

**(2)**

Dorset Council, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ (the "Employer" which expression shall include its successors in title and assigns) and

**(3)**

whose registered office is at

(the "Main Contractor")

**NOW THIS DEED WITNESSETH as follows:**

**1. Definitions**

1.1 In this Deed unless the context otherwise requires the following expressions shall have the following meanings:

(i) **"Building Contract"** means the Contract dated the                    day of  
Two thousand and                    entered into by the Employer with the Main Contractor providing for the (design) construction and completion of the Development

(ii) **"Building Documents"** means all plans, drawings, elevations,                    specifications, bills of quantities, engineering and other calculations                    and other documents relating to the Development prepared or prepared by the Consultants

(iii) **"Development"** means

(iv) **"Contract For Services"** means the contract of engagement dated the  
day of                    Two thousand and                    entered into by the Main Contractor with the Consultants requiring the Consultants to perform the Services in accordance with the terms recorded therein

1.2 As set out in the Building Contract the Main Contractor undertakes to procure that the Consultants shall enter into this Deed which the Consultants are willing to do

**2. Covenant Of The Consultants**

2.1 In consideration of the payment of £1 by the Employer to the Consultants (receipt of which the Consultants hereby acknowledge) the Consultants hereby warrant to and undertake with the Employer that:-

(a) The Consultants have exercised and will continue regularly and diligently to exercise all reasonable professional skill and care to be expected of Architects/Structural Engineers/Mechanical and Electrical Engineers in the performance of their duties under the Contract for Services and in the preparation of the Building Documents and the supervision of any Sub-Consultants appointed by the Consultants whose work the Consultants shall at all times be responsible for and that they owe a duty of care to the Employer in respect of all such matters

(b) None of the following materials has been specified by the Consultants for use or will be used in the construction of the Development:

(i) High Alumina Cement

(ii) Asbestos products

(iii) Woodwool slabs or formers

(iv) Calcium chloride in admixtures for use in reinforced concrete

(v) Aggregates for use in reinforced concrete which do not comply with British Standards Specification 882:1983 and aggregates for use in concrete which do not comply with the provisions of British Standard Specification 8110.1985

(vi) Woodcrete

(vii) Chipcrete

(viii) Mundic Blocks

(ix) Urea formaldehyde

(x) Any other materials generally known to be deleterious at the time of use or which at the time of use are not in accordance with good building practice or are for the time being officially disapproved of or recommended to be avoided (either at all or in the relevant circumstances) by the British Standards and Codes of Practice

(c) The Consultants have at present and will maintain for a period of not less than twelve years from the date of the Final Certificate issued under the Building Contract professional indemnity insurance with reputable insurers carrying on business in the United Kingdom provide cover in respect of negligence which may arise in connection with the Consultants duties under the Contract for Services such cover being for not less than One million pounds in respect of each and every claim provided that such insurance is available

(d) Whenever reasonably requested by the Employer to do so, the Consultants will produce documentary evidence to show that such insurance is being maintained

(e) The Consultants shall immediately inform the Employer if such insurance ceases to be available so that the Employer and the Consultants can discuss the means of protecting their respective positions in respect of the Development in the absence of such insurance

2.2 The Consultants hereby acknowledge that in relation to the Consultants Services under the Contract for Services the Employer relies exclusively upon the Consultants' professional skill and judgement and that no approval or perusal or inspection of the Design Documents or of any works comprising or relating to the Development or any part thereof or any attendance at site meetings by or on behalf of the Employer shall prejudice affect or derogate from the obligations of the Consultants

### **3. Notice Of Proposed Termination Contract For Services**

The Consultants hereby agree that they will not exercise or seek to exercise any right which may be or become available to them to terminate or treat as terminated the Contract for Services or discontinue the performance of any obligations thereunder without first giving to the Employer at least twenty working days written notice specifying the Consultants' grounds for terminating the Contract for Services or treating it as terminated

### **4. Termination Of Building Contract**

If the Building Contract is terminated (as to which the written statement of the Employer to the Consultants shall be conclusive evidence)

- (a) The Employer may, within fifteen working days after service of such written statement upon the Consultants notify the Consultants that it desires to enter into a new Agreement with the Consultants on the same terms and conditions as are contained in the Contract for Services (subject to such amendments as are necessary to reflect the Consultants' position as being directly engaged by the Employer) to continued and complete all the Services defined in the Contract for Services and in such event subject to the Employer undertaking to pay to the Consultants all sums which may subsequently become due to the Consultants under the new Agreement the Consultants will enter into such new Agreement with the Employer and in the meantime will accept and act in accordance with the instructions of the Employer but subject to the Employer paying all sums properly payable in connection therewith or
- (b) Alternatively the Employer may within fifteen working days after service of such written statement notify the Consultants that it desires them to enter into a new Agreement with a contractor appointed by the Employer in the place of the Main Contractor on the same terms and conditions as are contained in the Contract for Services to continue and complete all the Consultants' Services and in such event subject to the new contractor undertaking to pay to the Consultants all sums which may subsequently become due to the Consultants under the new Agreement the Consultants will enter into such new Agreement with the Contractor
- (c) The Consultants will if so requested by the Employer allow the Employer and its representatives access to all records maintained by the Consultants in relation to the Development and will discuss with such parties payments made by the Main Contractor in connection with the Development

## **5. Licence**

- 5.1 The Consultants hereby grant to the Employer and its successors and assigns and all others authorised by it an irrevocable non-exclusive licence for the full period of copyright to use, copy, enlarge and reduce the Building Documents and all amendments and additions thereto (whether in existence or to be made) and any works designs or inventions of the Consultants incorporated therein for all purposes relating to the Development including but without limiting the generality thereof the construction completion re-construction modification extension repair use leasing sale and advertisement of the Development or any part thereof
- 5.2 The Consultants further covenant with the Employer to provide to the Employer or its successors in title or assigns and all persons authorised by it upon request in writing such copies or extracts from any of the Building Documents together with such information in relation to the Development as the Consultants can reasonably supply upon payment to the Consultants of their reasonable charges for such copies and information

## **6. Assignment**

- 6.1 If so required by the Employer, the Consultants will consent to the Main Contractors assigning the benefit of the Contract for Services to the Employer or its nominees notwithstanding any restriction on the assignment thereof contained in the Contract for Services or otherwise
- 6.2 The Employer may assign the benefit of this Deed to any assignee giving to the Consultants written notice of such assignment

## **7. Notices**

Any notice to be given hereunder shall be duly given if it is delivered by hand or sent by pre-paid registered post or recorded delivery mail to the party at its address set forth above or at such other address as such party may specify from time to time by written notice to the other party and if sent by pre-paid registered post or recorded delivery mail it shall be deemed to have been received on the second working day after the day of posting

## **8. Main Contractor's Consent**

The Main Contractor consents to the conditions of this Deed and confirms that by the operation of the terms hereof the Consultants shall not be in breach of the terms of the Contract for Services

## **9. Building Contract Provisions**

Nothing contained within this Deed shall prejudice the rights of either the Employer or the Main Contractor to take action under the Building Contract conditions

## **10. Governing Law And Jurisdiction**

English Law is the proper law of this Agreement and any dispute or difference arising under or in relation to this Agreement shall be referred to the non-exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have duly executed this Deed the day and year first before written

SIGNED (but not delivered until the date hereof) as a Deed by

in the presence of

SIGNED (but not delivered until the date hereof) as a Deed by

in the presence of

EXECUTED (but not delivered until the date hereof) as a Deed by affixing the Common Seal of Dorset Council

Authorized Signatory

EXECUTED (but not delivered until the date hereof) as a Deed by affixing the Common Seal of [the Main Contractor] in the presence of

Director

Secretary

**Dated**



**[The Sub Contractors]**

**DORSET COUNCIL**

**[The Main Contractor]**

~~~~~

**COLLATERAL WARRANTY DEED**

~~~~~

DRAFT/SUB CONTRACTORS WARRANTY IN FAVOUR OF THE EMPLOYER

THIS DEED is made the        day of                                Two thousand and

**BETWEEN**

**(1)**

carrying on business under the name of

whose principal place of business is at

("the Sub Contractors" which expression shall include their personal representatives)  
and

**(2)**

Dorset Council, County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ (the "Employer"  
which expression shall include its successors in title and assigns) and

**(3)**

whose registered office is at

(the "Main Contractor")

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- (i) **"Building Contract"** means the Contract dated the                    day of                    Two thousand and                    entered into by the Employer with the Main Contractor providing for the (design) construction and completion of the Development
- (ii) **"Building Documents"** means all plans, drawings, elevations,                    specifications, bills of quantities, engineering and other calculations                    and other documents relating to the Development prepared or prepared by the Sub Contractors
- (iii) **"Development"** means
- (iv) **"Contract For Services"** means the contract of engagement dated the                    day of                    Two thousand and                    entered into by the Main Contractor with the Sub Contractors requiring the Sub Contractors to perform the Services in accordance with the terms recorded therein

1.2 As set out in the Building Contract the Main Contractor undertakes to procure that the Sub Contractors shall enter into this Deed which the Sub Contractors are willing to do

**2. Covenant Of The Sub Contractors**

2.1 In consideration of the payment of £1 by the Employer to the Sub Contractors (receipt of which the Sub Contractors hereby acknowledge) the Sub Contractors hereby warrant to and undertake with the Employer that:-

- (a) The Sub Contractors have exercised and will continue regularly and diligently to exercise all reasonable professional skill and care to be expected of Architects/Structural Engineers/Mechanical and Electrical Engineers in the performance of their duties under the Contract for Services and in the preparation of the Building Documents and the supervision of any sub-Sub Contractors appointed by the Sub Contractors whose work the Sub Contractors shall at all times be responsible for and that they owe a duty of care to the Employer in respect of all such matters
- (b) None of the following materials has been specified by the Sub Contractors for use or will be used in the construction of the Development:
  - (i) High Alumina Cement
  - (ii) Asbestos products
  - (iii) Woodwool slabs or formers
  - (iv) Calcium chloride in admixtures for use in reinforced concrete
  - (v) Aggregates for use in reinforced concrete which do not comply with British Standards Specification 882:1983 and aggregates for use in concrete which

do not comply with the provisions of British Standard Specification 8110.1985

(vi) Woodcrete

(vii) Chipcrete

(viii) Mundic Blocks

(ix) Urea formaldehyde

(x) Any other materials generally known to be deleterious at the time of use or which at the time of use are not in accordance with good building practice or are for the time being officially disapproved of or recommended to be avoided (either at all or in the relevant circumstances) by the British Standards and Codes of Practice

(c) The Sub Contractors have at present and will maintain for a period of not less than twelve years from the date of the Final Certificate issued under the Building Contract professional indemnity insurance with reputable insurers carrying on business in the United Kingdom provide cover in respect of negligence which may arise in connection with the Sub Contractors duties under the Contract for Services such cover being for not less than One million pounds in respect of each and every claim provided that such insurance is available

(d) Whenever reasonably requested by the Employer to do so, the Sub Contractors will produce documentary evidence to show that such insurance is being maintained

(e) The Sub Contractors shall immediately inform the Employer if such insurance ceases to be available so that the Employer and the Sub Contractors can discuss the means of protecting their respective positions in respect of the Development in the absence of such insurance

(f) Insofar as the Sub Contractor is responsible for the selection of materials and goods and or select such materials and goods to be incorporated in the Contract for Services such materials and good will be of good quality and conform to the requirements of the specification of the said Contract

(g) The Sub Contractor shall diligently carry out the Contract for Services in a workmanlike manner

2.2 The Sub Contractors hereby acknowledge that in relation to the Sub Contractors Services under the Contract for Services the Employer relies exclusively upon the Sub Contractors' professional skill and judgement and that no approval or perusal or inspection of the Design Documents or of any works comprising or relating to the Development or any part thereof or any attendance at site meetings by or on behalf of the Employer shall prejudice affect or derogate from the obligations of the Sub Contractors

### **3. Notice Of Proposed Termination Contract For Services**

The Sub Contractors hereby agree that they will not exercise or seek to exercise any right which may be or become available to them to terminate or treat as terminated the Contract for Services or discontinue the performance of any obligations thereunder

without first giving to the Employer at least twenty working days written notice specifying the Sub Contractors' grounds for terminating the Contract for Services or treating it as terminated

#### **4. Termination Of Building Contract**

If the Building Contract is terminated (as to which the written statement of the Employer to the Sub Contractors shall be conclusive evidence)

- (a) The Employer may, within fifteen working days after service of such written statement upon the Sub Contractors notify the Sub Contractors that it desires to enter into a new Agreement with the Sub Contractors on the same terms and conditions as are contained in the Contract for Services (subject to such amendments as are necessary to reflect the Sub Contractors' position as being directly engaged by the Employer) to continue and complete all the Services defined in the Contract for Services and in such event subject to the Employer undertaking to pay to the Sub Contractors all sums which may subsequently become due to the Sub Contractors under the new Agreement the Sub Contractors will enter into such new Agreement with the Employer and in the meantime will accept and act in accordance with the instructions of the Employer but subject to the Employer paying all sums properly payable in connection therewith or
- (b) Alternatively the Employer may within fifteen working days after service of such written statement notify the Sub Contractors that it desires them to enter into a new Agreement with a contractor appointed by the Employer in the place of the Main Contractor on the same terms and conditions as are contained in the Contract for Services to continue and complete all the Sub Contractors' Services and in such event subject to the new contractor undertaking to pay to the Sub Contractors all sums which may subsequently become due to the Sub Contractors under the new Agreement the Sub Contractors will enter into such new Agreement with the Contractor
- (c) The Sub Contractors will if so requested by the Employer allow the Employer and its representatives access to all records maintained by the Sub Contractors in relation to the Development and will discuss with such parties payments made by the Main Contractor in connection with the Development

#### **5. Licence**

- 5.1 The Sub Contractors hereby grant to the Employer and its successors and assigns and all others authorised by it an irrevocable non-exclusive licence for the full period of copyright to use, copy, enlarge and reduce the Building Documents and all amendments and additions thereto (whether in existence or to be made) and any works designs or inventions of the Sub Contractors incorporated therein for all purposes relating to the Development including but without limiting the generality thereof the construction completion re-construction modification extension repair use leasing sale and advertisement of the Development or any part thereof
- 5.2 The Sub Contractors further covenant with the Employer to provide to the Employer or its successors in title or assigns and all persons authorised by it upon request in writing such copies or extracts from any of the Building Documents together with such information in relation to the Development as the Sub Contractors can reasonably supply upon payment to the Sub Contractors of their reasonable charges for such copies and information

**6. Assignment**

- 6.1 If so required by the Employer, the Sub Contractors will consent to the Main Contractors assigning the benefit of the Contract for Services to the Employer or its nominees notwithstanding any restriction on the assignment thereof contained in the Contract for Services or otherwise
- 6.2 The Employer may assign the benefit of this Deed to any assignee giving to the Sub Contractors written notice of such assignment

**7. Notices**

Any notice to be given hereunder shall be duly given if it is delivered by hand or sent by pre-paid registered post or recorded delivery mail to the party at its address set forth above or at such other address as such party may specify from time to time by written notice to the other party and if sent by pre-paid registered post or recorded delivery mail it shall be deemed to have been received on the second working day after the day of posting

**8. Main Contractor's Consent**

The Main Contractor consents to the conditions of this Deed and confirms that by the operation of the terms hereof the Sub Contractors shall not be in breach of the terms of the Contract for Services

**9. Building Contract Provisions**

Nothing contained within this Deed shall prejudice the rights of either the Employer or the Main Contractor to take action under the Building Contract conditions

**10. Governing Law And Jurisdiction**

English Law is the proper law of this Agreement and any dispute or difference arising under or in relation to this Agreement shall be referred to the non-exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have duly executed this Deed the day and year first before written

SIGNED (but not delivered until the date hereof) as a Deed by

in the presence of

SIGNED (but not delivered until the date hereof) as a Deed by

in the presence of

EXECUTED (but not delivered  
until the date hereof) as a Deed by  
affixing the Common Seal of  
Dorset Council

Authorised Signatory

EXECUTED (but not delivered until  
the date hereof) as a Deed by  
affixing the Common Seal of  
[the Main Contractor]  
in the presence of

Director

Secretary

### 3. Parent Company Guarantee

#### SCHEDULE 5

A Parent Company Guarantee may be required for underlying contracts over £250,000.00. this will be confirmed at point of mini competition.

#### Parent Company Guarantee

**THIS DEED OF GUARANTEE** is made the day of .....2018

#### BETWEEN

[.....] (Company Registration number [.....]) having its registered

office at [.....] (hereinafter called “the Guarantor”)

And

[.....] (hereinafter called the “Employer”)

And

[.....] (Company Registration number [.....]) having its registered

office at [.....] (hereinafter called the “Provider”)

#### WHEREAS:

- a) The Employer has entered into an Contract dated [.....] with the Contractor for the provision of certain works in connection with the [.....] on the basis that the Guarantor shall execute this Guarantee, and the Contract is subject to such alterations and/or additions as may from time to time be made in accordance with its terms and conditions.
- b) The Contractor is a subsidiary company of the Guarantor.
- c) The Guarantor has agreed that it shall to the extent hereinafter set forth, guarantee the due performance by the Contractor of its obligations under the Contract.

**NOW THEREFORE** in consideration of the foregoing and in particular in consideration of the Employer at the request of the Guarantor agreeing to enter into the Contract it is hereby agreed as follows:

- 1. The Guarantor guarantees the punctual true and faithful performance and observance by the Contractor of its obligations under or in accordance with the Contract and in the event of any breach of the obligations of the Contractor under the Contract then:



- (a) the Guarantor shall be responsible for and hereby guarantees the Employer against all losses, damages, costs and expenses which the Employer may incur by reason of such breach except that in no event shall the Guarantor suffer a greater liability for loss, damage, costs or expenses in relation to such breach than the Contractor under the Contract, and in addition, or alternatively,
  - (b) upon being required to do so by the Employer by notice in writing, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the obligations of the Contractor under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party thereto, and the performances of the Contract shall continue as if the Guarantor and the Employer had been the original parties of the Contract.
2. The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Contractor and the Employer or by any alteration in the obligation imposed upon the Contractor by the Contract or by any forbearance whether as to payment, time, performance or otherwise.
  3. In the event of Condition 1(b) above being invoked then any contractual notice, direction or other instruction given formally and in writing by the Employer to either party shall be deemed to have been given to both parties and any payment made by the Employer whether to the Guarantor or the Contractor shall be deemed to be in accordance with the Contract.
  4. In the event that the Contractor passes a resolution or the Court makes an order that the Contractor be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the Provider's business or any part thereof or the Contractor is unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986, then if so requested by the Employer, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the obligations of the Contractor under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party to the Contract.
  5. The Guarantor warrants that this Guarantee shall not be affected by any amalgamation, reconstruction, change of name, change of directorship, status or ownership of the Contractor and the Guarantor will perform or take whatever steps may be necessary to procure the performance of the obligations of the Contractor under the Contract.
  6. Before the terms of this Guarantee are brought into effect the Employer shall have taken all reasonable steps against the Contractor in respect of any breach of the Contract. Where such breach is capable of remedy the Employer shall afford the Contractor every opportunity and assistance to remedy such breach.
  7. No person who is not a party to this Guarantee shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee.
  8. The Guarantee shall be construed and governed in accordance with English Law as interpreted in English Courts.

**IN WITNESS** whereof the Guarantor, Employer and Contractor have executed this Guarantee as a Deed the day and year first above written  
[\*Amend as appropriate if signed as a Deed].

The Common Seal of [Guarantor]  
was hereunto affixed in the presence of:

.....  
Director

.....  
Director/Secretary

The Common Seal of [Employer]  
was hereunto affixed in the presence of:

.....  
Authorised Officer

The Common Seal of [Contractor]  
was hereunto affixed in the presence of:

.....  
Director

.....