**Advance Northumberland (Developments) Ltd**

**MINOR WORKS SUB-CONRACT-WITH DESIGN**

**Dated 10th July 2019**

**Advance Northumberland (Developments) Ltd.**

**and**

**xxxxxxxxxxx**

**MINOR WORKS WITH DESIGN JCT 2011 EDITION**

**SUB-CONTRACT**

**(NO MAIN CONTRACT)**

**in connection with the construction of 19nr Dwellings at St Paul’s, Cramlington, Northumberland**

**Minor works with sub-contractors design**

**SUB-CONTRACT AGREEMENT**

**THIS AGREEMENT IS MADE ON: 10th July 2019**

**BETWEEN:-**

**CONTRACTOR: Advance Northumberland (Developments) Ltd.**

(Company No. 07497567**)**

**Of Wansbeck Workspace Rotary Parkway, Ashington, Northumberland, United Kingdom, NE63 8QZ**

**And**

**SUB-CONTRACTOR:**

(Company No.**)**

**Of**

**For**

**The Sub-Contract Works Grouting**

**As part of**

**a project for** the design and construction of **Grouting works**

**At St Pauls, Cramlington, Northumberland**

**IT IS AGREED:**

The JCT Minor Works Sub-Contract with sub-contractors design 2011edition as set out at Annexure 6 (**MWSub/D 2011**) is incorporated into this Agreement and amended as follows:-

**RECITALS**

The Recitals set out in the MWSub/D 2011 are amended and varied as follows:

**First** Delete and substitute with:

 The Contractor is to carry out and complete the following works (**Project**):

 **Construction of 19 dwellings**

**Second** Delete and substitute with:

 Details of the Sub-Contract are as follows:-

Description of the Sub-Contractor's Works:

**Grouting & ground improvement**

The Sub-Contract Works include the design and construction of:

**Grouting**

(**Sub-Contractor's Designed Portion**) and has provided documents showing and describing his proposals for the Sub-Contract Works (**Sub-Contractor's Proposals**) at Annexure 2 and the Contractor has provided the documents showing and describing or otherwise stating his requirements for the design and construction of the Sub-Contract Works (**Contractor's Requirements**), as set out at Annexure 3.

Pricing Documents[[1]](#footnote-1):

**Insert details of documentation email + letter + quotation**

as set out at Annexure 4.

The Third Party Agreements forming part of this Sub-Contract[[2]](#footnote-2) as set out at Annexure 5.

**Third** Delete and substitute with "Not used".

**Fourth** Delete and substitute with "Not used"[[3]](#footnote-3).

**Fifth** Complete the Fifth Recital as follows:

The Supplemental Sub-Contract Provisions set out in the Schedule to the MWSUB/D 2011 and identified below apply:

(Where neither entry against an item below is deleted, the relevant paragraph of the Schedule applies).

 Collaborative working Paragraph 1

 **\*applies/ does not apply**

Health and safety Paragraph 2

 **\*applies/ does not apply**

Cost and Savings and value improvements Paragraph 3

 **\*applies/ does not apply**

Sustainable development and Paragraph 4

environmental considerations **\*applies/does not apply**

Performance Indicators and monitoring Paragraph 5

 **\*applies/ does not apply**

Notification and negation disputes Paragraph 6

 **\*applies/ does not apply**

Where Paragraph 6 applies, the respective nominees

 Of the Parties are:

 Contractors nominee **[Insert Name]**

Subcontractors nominees **[Insert Name]**

 (or such replacement as each Party may notify to the other from time to time.

**Sixth** Delete and substitute with:

For the purposes of clause 12 of the Conditions

Due date for payment (clause 12.1) is:

The 7th day of each month, provided always that, if the application for payment is not received by the Contractor until after this date, then the due date for payment will be the date such application for payment is duly received by the Contractor.

 Retention percentage for clause 12.2 is:

 5%

 Retention percentage for clause 12.3 is:

 2.5%

 The Minimum Retained Amount is:

 **Insert amount**

 (The amount is £250 unless a greater amount is stated)

 The Final Release date is

 **8 weeks following the end of the Rectification Period.**

The Rectification Period (clause 8.4) is:

 **24 months from practical completion of the Sub-Contract Works.**

For the purposes of clause 13 of the Conditions

Final date for payment (clause 13.1):

The last Business Day of the month the application is received, provided always that, if the application for payment pursuant to clause 12.1 is not received by the Contractor until after the 7th day of the month, then the final date for payment will be regarded as being postponed by the same number of days after the 7th of the month it takes for the Contractor to receive the Sub-Contractor's application for payment.

**ARTICLES**

The Articles set out in the MW/Sub/D JCT 2011 are amended and varied as follows:

**Article 1**  Complete Article 1 as follows:

The Contractor shall pay to the Sub-Contractor for the Sub-Contract Works the sum of

**Insert sub contract sum**

or such other sum as shall become payable in accordance with the Sub-Contract Documents (**Sub-Contract Sum**) plus, if applicable, VAT.

**Article 2** Delete and substitute with:

The date for commencement of the Sub-Contract Works on Site will be**: Insert date[[4]](#footnote-4)**

**Article 3**  Delete and substitute with:

 The Sub-Contract Works shall be completed by the following date: **Insert date**

**Article 5** Complete Article 5 as follows:

Arbitration does not apply[[5]](#footnote-5).

**Article 7** Insert new Article 7 as follows:

"**Health and Safety**

The Sub-Contractor's health and safety documentation (eg method statements, COSHH assessments etc) must be supplied to and approved by the Contractor's health and safety department prior to commencement of the Sub-Contract Works on Site. The Sub-Contractor shall comply with the Contractor's health and safety policy/plan and associated site rules. All Sub-Contractor's Persons shall be site inducted (with tool box talks carried out as appropriate) and sign in and out each time they enter and leave the Site. A register is on Site located at the main site entrance for this specific purpose. All high visibility vests and hats are to display either the Sub-Contractor's corporate branding or be blank. The Sub-Contractor is to provide all necessary personal protection equipment (**PPE**) for the Sub-Contractor's Persons and ensure the same are worn at all times. Any corporative branding included on PPE should only be that of the Sub-Contractor. "

**Article 8** Insert new Article 8 as follows:

 **"Amendment 1**

This Agreement and the Sub-Contract Conditions shall have effect as modified by the amendments set out in Amendment 1 March 2015: CDM Regulations published by the JCT, as set out at Annexure 6".

**Article 9** Insert new Article 9 as follows:

 **"Principal Designer**

The Principal Designer is: **insert details**"

**Article 10** Insert new Article 10 as follows:

 "**Liquidated damages**

The amendments to clause 8.5 apply/ do not apply.

If the amendments to clause 8.5 are stated to apply, then the rate of liquidated damages for delay in the completion of the Sub-Contract Works, as referred to in clause 8.5, shall be:

£**insert required amount** per week or part thereof per Unit.

If the amendments to clause 8.5 do not apply, then the Contractor shall be able to claim general damages for any delay in the completion of the Sub-Contract Works.”

**Article 11** Insert new Article 11 as follows:

 **"Defects Rectification Procedures**

If any defects appear in relation to the Sub-Contract Works during the Rectification Period, the following procedures shall apply:

1. in the case of an emergency defect, the Contractor shall contact the Sub-Contractor by telephone and/or email (as appropriate) and the Sub-Contractor shall rectify the same within 24 hours of receiving such notification;
2. in the case of an non-emergency defect, the Contractor shall contact the Sub-Contractor by email and the Sub-Contractor shall rectify the same within 5 days of receiving such notification;
3. If the defects referred to in (i) and (ii) of this Article 11 have not been rectified within the required timescales, then the Contractor shall make good such defects at the Sub-Contractor's expense and any such expense shall be recoverable from the Sub-Contractor as a debt."

 **Article 12** Insert new Article 12 as follows:

**"Insurance Requirements**

The insurances to be maintained pursuant to clause 18 by the Sub-Contractor are as follows:

Employers Liability: **insert sum**

Public Liability **insert sum**

Professional Indemnity: **insert sum**

Contractor's All Risks: **insert sum**

The above professional indemnity insurance is to be maintained for a period of 12 years from practical completion of the Sub-Contract Works. The other insurances are to be maintained for the duration of the Sub-Contract Works."

**CONDITIONS**

The Conditions and Schedule set out in the MWSUb/D JCT 2011 are amended and varied as set out in the attached Schedule of Modifications at Annexure 1.

**IN WITNESS** whereof the parties have executed this Agreement as a deed and it is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED** as a **DEED**

(but not delivered until the date hereof) by

**insert Contractor name**

acting by…………………………, a director Director………………………….

[print name of director above] in the presence of: [signature of director]

witness signature: ………………………………….

name: ………………………………….

address: ………………………………….

occupation: ………………………………….

**EXECUTED** as a **DEED**

(but not delivered until the date hereof) by

**insert Sub-C name**

acting by…………………………, a director Director………………………….

[print name of director above] in the presence of: [signature of director]

witness signature: ………………………………….

name: ………………………………….

address: ………………………………….

occupation: ………………………………….

**Annexure 1**

**Schedule of Modifications**

The Conditions and Schedules in the MWsub/D 2011 are amended and varied as set out below:

|  |  |
| --- | --- |
|  |  |
| **Clause** | **Amendment** |
|  |  |
| 1.1 | In the definition of "CDM Regulations", delete "as they apply to the Main Contract Works and the Site". |
|  |  |
| 1.1 | Add new definition as follows:"Completion Date: the date specified in Article 3, being the date by which the Sub-Contract Works are to be completed."  |
|  |  |
| 1.1 | In the definition of "Construction Phase Plan", delete "for the Main Contract". |
|  |  |
| 1.1 | Add new definition as follows:"Defects Rectification Procedures: the procedures set out in Article 11."  |
|  |  |
| 1.1 | Delete the definition of "Main Contract Particulars". |
|  |  |
| 1.1 | Add new definition as follows:"Rectification Period: the period stated as such in the Sixth Recital (against the reference to clause 8.4)." |
|  |  |
| 1.1 | In the definition of "Site", delete "Main Contract Works" and replace with "Sub-Contract Works". |
|  |  |
| 1.1 | Add new definition as follows:"Sub-Contractor's Persons: the Sub-Contractor's employees and agents and all other persons employed or engaged on or in connection with the Sub-Contract Works or any part of them or any other person properly on the Site in connection therewith excluding the Contractor and any other persons (not being the Sub-Contractor) employed by or acting as agent for the Contractor and any statutory undertakers." |
|  |  |
| 1.1 | Add new definition as follows: "Third Party Agreements: any agreement between the Contractor and a third party relating to the Project and of which: 1. a copy, or relevant extract, is attached at Annexure 5; or
2. the Contractor notifies the Sub-Contractor in writing after the date of this Sub-Contract enclosing a copy or relevant extracts."
 |
|  |  |
| 1.1 | Add new definition as follows:"Unit: each residential dwelling forming part of the Sub-Contract Works." |
|  |  |
| 5.1 | In line 1, after "Sub-Contract Works" insert "with due diligence and in a good,".In line 2, delete “compliance with the Sub-Contract Documents” and replace with “accordance with the terms of this Sub-Contract”. In line 2, after "workmanlike manner" insert:“to be expected of a properly qualified and competent sub-contractor experienced in the carrying out and completion of works for such projects of a similar size, scope, value, character, type and complexity to the Project.” |
|  |  |
| 5.1.1 | Delete and replace with:"The Sub-Contractor will carry out and complete the Sub-Contractor's Designed Portion using the reasonable skill, care and due diligence to be expected of an architect, or other professionally qualified designer, experienced in undertaking design similar to that of the Sub-Contract Works." |
|  |  |
| 5.1.2 | Delete and replace with:"the Sub-Contractor shall be liable for any part of the contents of the Contractor's Requirements that relates to the SCDP Works and for verifying the any inadequacy of any design contained in them and in the event such inadequacy is found then the Contractor's Requirements shall be altered or modified accordingly provided always that the Sub-Contractor shall not be entitled to claim for an extension of time or any addition to the Sub-Contract Sum in this regard." |
|  |  |
| 5.1.3  | Delete "Main Contract Works" and replace with "Project".  |
|  |  |
| 5.1.5 | Delete from and including "and so that the Contractor can comply" until the end of the sub-clause. |
|  |  |
| 5.2.1 | At the end of the clause before the full stop insert: "and it's proposed amendment for removing it. With the Contractor's consent, the Sub-Contractor shall entirely at his own cost (subject to clause 5.2.2) complete the design and construction of the Sub-Contract Works in accordance with the amendment or such other direction for amendment from the Contractor and the Contractor shall note the amendment on the Sub-Contract Documents". |
|  |  |
| 5.2.2 | Delete and replace with: "If after the date the initial tender for the Sub-Contract Works was sent by the Contractor to the Sub-Contactor (**Base Date**), there is a change in the Statutory Requirements which could not have been foreseen by a competent sub-contractor at the Base Date and which necessitates an alteration or modification to the Sub-Contract Works, such alteration or modification shall be treated as a Variation, provided the Sub- Contractor has notified the Contractor in writing of the Variation and to effect of such Variation."  |
|  |  |
| 5.3 | Delete and replace with:"All workmanship, goods and materials will be to the standards specified in the Contractor's Requirements. Where and to the extent that materials, goods and workmanship are not fully specified in the Contractor's Requirements or by instructions issued by the Contractor, all materials goods and workmanship used in carrying out the Sub-Contract Works shall be new (in respect of goods and materials), of satisfactory quality, and in accordance with good building practice including relevant provisions of British Standard Specifications and Codes of Practice current at the date of this Sub-Contract and such goods and materials shall be fit for the purposes included in or reasonably to be inferred from the Sub-Contract Documents." |
|  |  |
| 5.7 | Insert the following new clause 5.7: "The Sub-Contractor shall not specify or approve for use, use or permit to be used in connection with the Sub-Contract Works and/or the Project any materials which at the time of specification or use (as the case may be): 5.7.1 are known to be deleterious when used in the manner in which they are to be used (either to health and safety or to the durability of the Sub-Contract Works and/or the Project); or5.7.2 contravene any relevant standard or code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice; or5.7.3 do not accord with the guidelines contained in the edition of the publication Good Practice in Selection of Construction Materials (British Council for Offices (BCO)), current at the date of specification or use." |
|  |  |
| 7 | Delete (including the heading) and replace with: **“Priority of Documents**This Sub-Contract consists of:* 1. the Agreement, which incorporates and amends the Recitals and Articles of the MWSub/D 2011;
	2. the Conditions and Schedule amended by the Schedule of Modifications to the Agreement at Annexure 1;
	3. the Contractor’s Requirements;
	4. the Pricing Documents;
	5. the Third Party Agreements; and
	6. the Sub-Contractor’s Proposals,

and if there are any discrepancies between the above documents that comprise this Sub-Contract, then the priority of such documents shall rank in descending order as above. For the avoidance of doubt, any terms and conditions of the Sub-Contractor contained in the Sub-Contractor's Proposals and/or elsewhere in this Sub-Contract , shall not be binding on the Contractor and shall not form part of this Sub-Contract.” |
|  |  |
| 8.2.1 | Delete "and reasonably in accordance with the progress of the Main Contract Works".  |
|  |  |
| 8.2.2 | Delete "within the Period for Completion" and replace with "by the Completion Date." |
|  |  |
| 8.4 | Delete "defects liability period of the Main Contract Works" and replace with "Rectification Period". Delete "a reasonable time from notification" and replace with "in accordance with the Defects Rectification Procedures." |
| 8.5 | Insert new clause 8.5 as follows:"If the Sub-Contract Works have not been completed by the Completion Date, the Contractor shall issue a notice in writing to that effect. Provided that the Contractor has informed the Sub-Contractor not later than practical completion of the Sub-Contract Works that he may require payment of, or may deduct, liquidated damages, the Contractor may: 8.5.1 require in writing the Sub-Contractor to pay to the Contractor liquidated damages at the rate specified in Article 10 for every week or part of a week per Unit between the Completion Date and the date of practical completion of the Sub-Contract Works, and the Contractor may recover the liquidated damages as a debt; or* + 1. give a notice under clause 13.5 to the Sub-Contractor that he will deduct from sums due to the Sub-Contractor liquidated damages at the rate specified in Article 10 for every week or part of a week per Unit between the Completion Date and the date of practical completion of the Sub-Contract Works".
 |
|  |  |
| 9.1 | Delete and replace with:"The Contractor may issue written directions which the Sub-Contractor shall forthwith carry out." |
|  |  |
| 9.4 | Delete and replace with:"If the Sub-Contractor fails to comply with any direction pursuant to clause 9.1 within 7 days of a written request from the Contractor to do so, then the Contractor shall be entitled to employ, at the Sub-Contractor's cost, other persons to carry out such work and the Sub-Contractor shall be liable for all additional costs incurred by the Contractor in this regard." |
|  |  |
| 10.3 | Delete and replace with "Not used". |
|  |  |
| 11.1 | In line 1, delete " within the Period for Completion" and replace with "by the Completion Date". In line 2, delete " or for other reasons beyond the control of the Sub Contractor,".In the last line, after "(if any) as" insert "the Contractor considers".At the end of the clause before the full stop insert:“but only to the extent that such delay is not in any way consequent upon or necessitated by the negligence, error, act, omission, default, breach of contract or breach of statutory duty of the Sub-Contractor and/or the Sub-Contractor’s Persons." |
|  |  |
| 12.1 | Delete and replace with:"In respect of interim payments:1. The due date for interim payments to the Sub-Contractor shall be the date specified in the Sixth Recital (**Due Date**).
2. The Sub-Contractor shall submit monthly applications for payment, in respect of such amounts properly due and payable in accordance with the Sub-Contract and such applications shall contain a statement showing how the total amount claimed in the application has been calculated and shall be supported by all relevant documentary evidence necessary to validate the accuracy of the amount claimed, provided always that any such amounts stated in any payment applications submitted to the Contractor by the Sub-Contractor shall only be in respect of the part or parts of the Sub-Contract Works completed on Site at the date of such payment application, unless the Contractor has confirmed in the Contractor's Requirements that payment can be made prior to such completion on the Site (**Payment Application**). If the Contractor deems that any supporting documentary evidence necessary to validate the accuracy of the Payment Application is insufficient and if, following a reasonable request from the Contractor for such further evidence, the same is not immediately provided by the Sub-Contractor, then such Payment Application shall be construed as being invalid and the Parties agree that such unsatisfactory and/or non-provision of such evidence by the Sub-Contractor shall constitute a ground for the issuing of a pay less notice by the Contractor under clause 13.5."
 |
|  |  |
| 12.2 | Delete and replace with: "The amount of each interim payment due prior to practical completion of the Sub-Contract Works shall, subject to clause 12·4, be the value of work properly carried out by the Sub-Contractor, less the percentage stated in the Sixth Recital in relation to this clause 12.2, which may be deducted and retained as a retention by the Contractor in respect of the Sub-Contract Works, plus the whole of any amounts payable under clause 14·3 and less the total amount due in previous payments. The value of work shall be determined in accordance with the rates and prices specified in the Pricing Documents or, where there are no applicable rates or prices, by reference to the Sub-Contract Sum." |
|  |  |
| 12.3 | Delete and replace with: "In the case of the interim payments that become due on or after the date of practical completion of the Sub-Contract Works, the amount due shall, subject to clauses 12·4 and 12·5, be the whole of any amounts payable under clause 10·3 or 14·3 and less the total amount due in previous payments and less the retention percentage stated in the Sixth Recital in relation to this clause 12.3, which may be deducted and retained as a retention by the Contractor in respect of Sub-Contract Works." |
|  |  |
| 12.4 | Delete and replace with: "If at the Due Date for any interim payment the application to the Sub-Contract Sum as a whole of the percentage under clause 12·2 or 12·3, whichever is then applicable, would result in a total withholding or deduction that is less than the Minimum Retained Amount specified in the Sixth Recital, then no retention shall be deducted." |
|  |  |
| 12.5 | In Lines 2 and 4, and delete "due date" and replace with "Due Date." |
|  |  |
| 13.1 | Delete "21 days after the due date" and replace with "the date specified in the Sixth Recital, which refers to this clause 13.1." |
|  |  |
| 13.2 | In lines 1 and 3, delete "due date" and replace with "Due Date". |
|  |  |
| 13.3 | Line 4: Delete "due date" and replace with "Due Date". |
|  |  |
| 13.5 | Delete "5 days" and replace with "1 day". |
|  |  |
| 13.7 | Delete "5%" and replace with "3%". |
|  |  |
| 13.8 | Delete "5 days" and replace with "1 day". |
|  |  |
| 13.9 | Insert the following new clause 13.9:"Notwithstanding anything to the contrary in this Sub-Contract, if any third party responsible for discharging payment to the Contractor (whether directly or indirectly) becomes Insolvent the Contractor shall not be obliged to make any further payment to the Sub-Contractor unless the Contractor has received payment in respect thereof from such third party." |
|  |  |
| 13.10 | Insert the following new clause 13.10:"If the Sub-Contractor becomes Insolvent before the final date for payment of any sum due to the Sub-Contractor under this Sub-Contract, then the Contractor shall not be required to pay such sum on, before or after such final date for payment." |
|  |  |
| 15 | Delete and replace with: "15.1 If the Sub-Contractor: 15.1.1 without reasonable cause wholly or substantially suspends the carrying out of the Sub-Contract Works; or15.1.2 fails to proceed regularly and diligently with the performance of his obligations under this Sub-Contract; or15.1.3 refuses or neglects to comply with a direction from the Contractor requiring him to remove any work, materials or goods not in accordance with this Sub-Contract and by such refusal or neglect the Project is materially affected; or 15.1.4 fails to comply with clause 5.5 and/ or 5.6, or15.1.5 fails to comply with clause 21 and or 22 and or 23 15.1.6 is in material breach of his obligations under this Sub-Contract, the Contractor may give a notice to the Sub-Contractor specifying the default or defaults (**Specified Default or Defaults**). 15.2 If the Sub-Contractor continues a Specified Default for 7 days from receipt of the notice under clause 15.1, the Contractor may on, or within 7 days from, the expiry of that 7 day period by a further notice to the Sub-Contractor terminate the Sub-Contractor's employment under this Sub-Contract. 15.3 If the Contractor does not give the further notice referred to in clause 15.2 (whether as a result of the ending of any Specified Default or otherwise) but the Sub-Contractor repeats a Specified Default (whether previously repeated or not), then 7 days after such repetition, the Contractor may by notice to the Sub-Contractor terminate that employment. 15.4 In the event of such termination under this clause 15, the Sub- Contractor shall immediately leave the Site and the Contractor shall be entitled to recover from the Sub-Contractor the amount of any resultant loss, damage and/ or expense incurred by the Contractor which he would not have incurred had this Sub-Contract been duly performed in full by the Sub-Contractor." |
|  |  |
| 16 | Delete and replace with "Not used" |
|  |  |
| 17.2 | For the purposes of completing this clause, the nominating body is The Royal Institute of Chartered Surveyors and the other nominees referred to in this clause shall be deleted. |
|  |  |
| 18 | Insert the following new clause 18:"**Insurance**18.1 The Sub-Contractor shall take out and maintain the insurances specified in Article 12 and such insurances shall be maintained for the periods specified and at not less than the amounts required in Article 12.18.2 The Sub-Contractor shall maintain such insurances specified in Article 12:18.2.1 with reputable insurers lawfully carrying on insurance business in the EU;18.2.2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and* + 1. on terms that:

18.2.3.1do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and18.2.3.2would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.18.3 Whenever the Contractor reasonably requests, the Sub-Contractor shall send the Contractor evidence that the Sub-Contractor’s insurances specified in Article 12 are in force, including, if required by the Contractor, an original letter from the Sub-Contractor 's insurers or brokers confirming:* + 1. the Sub-Contractor's  then current levels of insurance; and

18.3.2 that the premiums for those insurances have been paid in full at the date of that letter." |
|  |  |
| 19 | Insert the following new clause 19:**"Trespass and nuisance** 19.1 The Sub-Contractor shall, at all times, prevent any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Sub-Contract Works or of any obligation pursuant to clause 8.4 and shall assist the Contractor in defending any action or proceedings which may be instituted as a result of any breach of its obligations under this clause by the Sub-Contractor.19.2 Without prejudice to the Sub-Contractor’s obligations under clause 19.1 and to clause 24, the Sub-Contractor shall ensure that there is no trespass by the Sub-Contractor or the Sub-Contractor's Persons on or over any adjoining or neighbouring property arising out of or in the course of or caused by the carrying out of the Sub-Contract Works or of any obligation pursuant to clause 8.4 and shall take all reasonable safety and other measures to prevent damage or injury to any persons including the occupiers of adjoining or neighbouring property and all members of the public. If the carrying out of the Sub-Contract Works or of any obligation pursuant to clause 8.4 would otherwise be an act of trespass, the Sub-Contractor shall, at no cost to the Contractor, obtain the prior written agreement of the owners and occupiers of any adjoining or neighbouring property to that act, and such agreement shall be subject to the approval of the Contractor before execution. The Sub-Contractor shall comply in every respect with any conditions contained in any such agreement, at no cost to the Contractor, and shall not be entitled to any extension of time as a result of any conditions contained in that agreement." |
|  |  |
| 20 | Insert the following new clause 20:"**Indemnity**The Sub-Contractor undertakes to indemnify the Contractor from and against the consequences of any negligence, error, act, omission, default, breach of contract or breach of statutory duty of the Sub-Contract and/ or Sub-Contractor Persons arising out of or in connection with this Sub-Contract."  |
|  |  |
| 21 | Insert the following new clause 21: "**Collateral Warranties**Within 14 days of receipt of a written request from the Contractor, the Sub-Contractor shall sign and return to the Contractor such collateral warranties provided to the Sub-Contractor by the Contractor. The Contractor shall be entitled to withhold any sums due to the Sub-Contractor until such collateral warranties have been duly signed and returned." |
|  |  |
| 22 | Insert the following new clause 22:"**Product Guarantees**Within 14 days of receipt of a written request from the Contractor, the Sub-Contractor shall provide the Contractor with such product guarantees as are required by the Contractor. The Contractor shall be entitled to withhold any sums due to the Sub-Contractor until such product guarantees have been duly provided." |
|  |  |
| 23 | Insert the following new clause 23:**“Third Party Agreements**23.1 The Sub-Contractor shall be deemed to have read the Third Party Agreements and to be fully aware of the obligations, risks and liabilities assumed by the Contractor under them and insofar as they relate and apply to the Sub-Contract Works or any part of them, the Sub- Contractor shall observe, perform and comply with those obligations risks and liabilities and shall have taken account of the same in the Sub-Contractor’s calculation of the Sub-Contract Sum and programming of the Sub-Contract Works. 23.2 The Sub-Contractor warrants and undertakes that it shall ensure that no act or default or omission on its part or on the part of any of the Sub-Contractor's Persons in relation to the performance by the Sub- Contractor of its obligations under this Sub-Contract shall cause, contribute or otherwise give rise to any breach by the Contractor of any of its obligations under the Third Party Agreements." |
|  |  |
| 24 | Insert the following new clause 24: "**Injury to persons and property other than the Sub-Contract Works** 24.1 The Sub-Contractor shall be liable for and shall indemnify the Contractor against any expense, liability, loss, claim or proceedings arising under any statute or at common law in respect of personal injury to or the death of any person arising out of, or in the course of, or by reason of the carrying out of the Sub-Contract Works, except to the extent that it is due to any act or neglect of the Contractor. 24.2 Without prejudice to his obligation to indemnify the Contractor, the Sub-Contractor shall take out and maintain insurance which, in respect of liability to Sub-Contract Persons complies with all relevant legislation and in respect of any other liability for personal injury or death is such as is necessary to cover the liability of the Sub- Contractor. 24.3 The Sub-Contractor shall be liable for, and shall indemnify the Contractor against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Sub-Contract Works) in so far as such injury or damage arises out of, or in the course of, or by reason of the carrying out of the Sub-Contract Works and to the extent that it is due to any negligence, breach of statutory duty, omission or default of the Sub-Contractor, and/ or Sub-Contractor's Persons. 24.4 Without prejudice to his obligation to indemnify the Contractor, the Sub-Contractor shall take out and maintain insurance in respect of liability for injury or damage to any property real or personal other than the Sub-Contract Works for an amount not less than the amount required in Article 12." |
|  |  |
| Schedule  | Paragraph 3.1- In line 2, delete "and/ or the Employer" and  In lines 3 and 4, delete "Main Contract Works" and replace with "Project".Paragraph 3.2- delete "Employer" and replace with "Contractor".Paragraph 3.3- In lines 1 and 2, delete "Employer and replace with "Contractor". |
|  |  |

**Annexure 2**

**Sub-Contractor's Proposals**

**(see Second Recital)**

The following documents compromise the Sub-Contractor's Proposals referred to in the Second Recital and are appended to this Annexure 2 [complete as appropriate]:

1. [ ]

2. [ ]

3. [ ]

**Annexure 3**

**Contractor's Requirements**

**(see second recital)**

The following documents compromise the Contractor's Requirements referred to in the Second Recital and are appended to this Annexure 3 [complete as appropriate]:

1. [ ]

2. [ ]

3. [ ]

**Annexure 4**

**Pricing Documents**

**(See Second Recital)**

The following documents compromise the Pricing Documents referred to in the Second Recital and are appended to this Annexure 4 [complete as appropriate]:

1. [ ]

2. [ ]

3. [ ]

**Annexure 5**

**Third Party Agreements**

**(see Second Recital)**

The following documents compromise the Third Party Agreements referred to in the Second Recital and are appended to this Annexure 5[[6]](#footnote-6):

1. [ ]

2. [ ]

3. [ ]

**Annexure 6**

1. Specimen copy of the ShortSub 2011 and;
2. Copy Amendment 1, March 2015: CDM Regulations
1. State any documents which show the rates and prices for the Sub-Contract works. [↑](#footnote-ref-1)
2. Include those parts of the Construction Phase Plan applicable to the Sub- Contract works. [↑](#footnote-ref-2)
3. Re-insert this Recital if the Sub-Contract is supplemented by a Frame Work Agreement. [↑](#footnote-ref-3)
4. If the commencement date is to start during a period of time, e.g. "between [x] and [y]", amend the Article accordingly. [↑](#footnote-ref-4)
5. The default Advance Northumberland position is that arbitration does not apply. Legal approval to be obtained before agreeing it does apply. [↑](#footnote-ref-5)
6. Please list the relevant documents as appropriate. Examples of Third Party Agreements are Construction Phase Plan, NHBC Standards, Ascent Homes Customer Care Charter etc. [↑](#footnote-ref-6)