

This Agreement is dated [INSERT DATE]

**PARTIES:**

1. **[NAME OF CONTRACTOR]** incorporated and registered in England and Wales with company number [COMPANY NUMBER] whose registered office is at [REGISTERED ADDRESS] (“Contractor”).
2. **LANCASTER CITY COUNCIL** of TOWN HALL, DALTON SQUARE, LANCASTER LA1 1PJ (“Employer”).

**AGREED TERMS:**

This Agreement is subject to the terms below and comprises the **JCT Minor Works Building Contract 2016** Edition as amended by the following provisions.

The Contract Particulars of the Agreement are populated as follows:

| Recitals                                    |   |
|---|---|
| First Recital                               | The Employer wishes to have the following work carried out<br>[...insert details...] at<br>[...insert property details] (“the Works”)   |
| Second Recital                              | The Employer has had the following documents prepared which show and describe the work to be done annexed at Schedule 1:<br>[The drawings numbered/listed in [SCHEDULE 1] (‘the Contract Drawings’)]<br>[A Specification (‘the Contract Specification’)]<br>[Work Schedules]<br>[INSERT DESCRIPTION OF ANY OTHER DOCUMENTS THAT STATE LCC REQUIREMENTS (‘the Employer’s Requirements’)] |
| Articles                                    |   |
| Article 2: Contract Sum                     | [SUM IN WORDS AND FIGURES]  |
| Article 3: Architect/Contract Administrator | [Who will administer the Contract?]   |
| Article 4: Principal Designer               | The Contractor [OR ARCHITECT/CONSULTANT’S NAME IF APPLICABLE]   |
| Article 5: Principal Contractor             | The Principal Contractor for the purposes of the CDM Regulations is the Contractor OR ...   |

| Contract Particulars          |                              |   |
|-------------------------------|------------------------------|---|
| Fourth Recital etc            | Base Date                    | [insert date]   |
| Fourth Recital and clause 4.2 | Construction Industry Scheme | Employer at the Base Date is a “contractor” for the purposes of the CIS |

|                                |  |  |
|--------------------------------|--|--|
| Fifth Recital                  | CDM Regulations  | The project <b>is/is not</b> notifiable  |
| Sixth Recital                  | Framework Agreement                                      | <b>[INSERT IF APPLICABLE WITH DATE, TITLE AND PARTIES]</b>   |
| Seventh Recital and Schedule 3 | Supplemental Provisions                                  | <b>[IF NON APPLY STATE 'do not apply' OR LIST THOSE WHICH DO APPLY FROM 1-6]</b><br><b>[IF SUPPLEMENTAL PROVISION 6 APPLIES:</b><br><b>Employer's nominee:</b><br><br><b>Contractor's nominee:</b><br><b>]</b> |
| Article 7                      | Arbitration  | <b>Does/Does</b> not apply   |
| 2.2                            | Works commencement date                                  | <b>[...insert date...]</b>   |
| 2.2                            | Date for Completion                                      | <b>[...insert date...]</b>   |
| 2.8                            | Liquidated damages                                       | <b>General damages apply</b><br><b>OR</b><br><b>None</b><br><b>OR</b><br><b>At the rate of £... per...</b>   |
| 2.10                           | Rectification Period                                     | <b>[NUMBER]</b> months from the date of practical completion   |
| 4.3                            | Interim payments – Interim Valuation Dates               | The first Interim Valuation Date is <b>[...insert date...]</b> and thereafter at <b>[monthly]</b> intervals  |
| 4.3                            | Payments due prior to practical completion               | <b>XX%</b>   |
| 4.3                            | Percentage becoming due on or after practical completion | <b>XX%</b>   |
| 4.3 and 4.8                    | Fluctuations provisions                                  | <b>Schedule 2 (Contribution, levy and tax changes applies/No fluctuations provision applies/the following fluctuation provision applies:</b><br><b>[INSERT]</b>  |

|   |   |  |
|---|---|--|
| 4.3 and 4.8                             | Percentage addition for Schedule 2  | [INSERT 0 IF NOT APPLICABLE OR PERCENTAGE]   |
| 4.8.1                                   | Supply of documentation for computation of amount to be finally certified | 28 days/months from the date of practical completion   |
| 5.3                                     | Contractor's public liability insurance                                   | [INSERT REQUIRED LEVEL IN WORDS AND FIGURES] for any one occurrence or series of occurrences arising out of one event  |
| 5.4A, 5.4B and 5.4C                     | Insurance of the Works  | [5.4A] Works Insurance by Contractor in joint names<br>OR<br>5.4B Works and existing structures insurance by Employer in Joint Names<br>OR<br>5.4C Works and existing structures insurance by other means                  |
| 5.4A and 5.4B                           | Percentage to cover professional fees                                     | INSERT 0 IF NONE OR PERCENTAGE   |
| [5.4C]                                  | Insurance arrangements – details of the required policy or policies       | Are set out in the following documents:<br>1.<br>2.]   |
| 7.2                                     | Adjudication  | Royal Institution of Chartered Surveyors   |
| <b>Additional provisions/amendments</b> |   |  |
| Clause 1.2                              | Agreement to be read as a whole   | The clause shall be retained in full with the additional wording in bold:<br><i><b>'The Agreement as varied by the Schedule of Amendments and these Conditions are to be read as a whole.'</b></i>                         |
| New clause 4.9A                         | Payment   | Notwithstanding any other provision of this Agreement the Employer shall pay the Contractor's invoices within 28 days of receipt of a valid invoice which must contain the purchase order number supplied by the Employer. |
| [Schedule 3 new paragraph 9             | Social value  | Where applicable, the Contractor shall in a timely manner fulfil its commitments to social value in respect of the Contract ('the Commitments') in accordance in the documents annexed to this Agreement ('the             |

|  |  |   |
|--|--|---|
|  |  | <p>Social Value Documents') or as amended by the Contractor with the Employer's consent from time to time.</p> <p>The Contractor consents to the monitoring of its performance of the Commitments by Social Value UK on behalf of the Employer and agrees to cooperate with and assist Social Value UK and/or the Employer in its monitoring of the Commitments.]</p> |
|--|--|---|

**In witness** whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a deed by [NAME OF EXECUTING COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director **OR** its secretary]

.....  
 [SIGNATURE OF FIRST DIRECTOR]  
 Director

.....  
 [SIGNATURE OF SECOND DIRECTOR/SECRETARY]  
 [Director **OR** Secretary]

**OR**

Executed as a deed by [NAME OF EXECUTING COMPANY] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....  
 [SIGNATURE OF DIRECTOR]  
 Director

.....

[SIGNATURE OF WITNESS]

[NAME OF WITNESS [IN BLOCK CAPITALS]]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

**Executed as a deed)**

by affixing )  
 the Common Seal of )  
 the Employer )  
**LANCASTER** )  
**CITY COUNCIL** )  
 in the presence of: )

.....  
**Officer name:**  
**Officer position:**



## **Schedule 1 Contract Documents**

[INSERT ALL DOCUMENTS REFERRED TO IN THIRD RECITAL INCLUDING ANY TENDER DOCS AND SUBMISSIONS/PRICE SCHEDULES ETC.]



## **Schedule 2 Social Value Documents**

[INSERT SV DOCUMENTS THAT FORMED PART OF BID]