



ICD

Intermediate Building Contract
with contractor's design

2005

Revision 2 2009



Articles of Agreement

This Agreement is made the 1ST MARCH 20 10.

Between The Employer J ROSS DEVELOPMENTS LTD.

(Company No. 03271686)^[1]

of/whose registered office is at 2 MILEOAK INDUSTRIAL ESTATE, MAESBURY ROAD,
OSWESTRY, SHROPSHIRE, SY10 8GA.

And The Contractor J R. PICKSTOCK. LIMITED.

(Company No. 02471336)^[1]

of/whose registered office is at 2 MILEOAK, MAESBURY ROAD, OSWESTRY,
SHROPSHIRE, SY10 8GA.

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Intermediate Building Contract Guide.

Recitals

Whereas

First the Employer wishes to have the following work carried out^[2]:

COMPLETE DEMOLITION AND REMOVAL INCL FOUNDATIONS OF THE
BUILDING INCLUDING THE DESIGN & INSTALLATION OF TEMPORARY WORKS
at 155 GRAYS INN ROAD, LONDON, WC1X 8UE.

_____ ('the Works')
and has had drawings and bills of quantities or a specification or work schedules prepared which show and describe the work to be done;

Second the Works include the design and construction of^[3] TEMPORARY WORKS

_____ ('the Contractor's Designed Portion');

Third the drawings are numbered/listed in ANNEX FOR THE DEMOLITION OF 155 GRAYS INN
ROAD - 039 - 155 GRAYS INN ROAD annexed to this Contract ('the Contract Drawings')
and have for identification been signed or initialled by or on behalf of each Party^[4];

Fourth the Employer has supplied to the Contractor:

~~the Bills of Quantities^[5]~~

~~the Specification^[5]~~

~~the Work Schedules^[5]~~

other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements')

~~particulars of the Intermediate Named Sub-Contract Tender & Agreement ICSUB/NAM (comprising a certified copy of the tender for work included in the Bills of Quantities, Specification or Work Schedules for pricing by the Contractor and for which the Contractor is required under clause 3.7 to employ a named person, together with the Intermediate Named Sub-Contract Invitation to Tender and Tender (ICSUB/NAM/IT and ICSUB/NAM/T) as completed and the Tender Documents referred to in them)^[6].~~

[2] State nature and location of intended works.

[3] State nature of work in the Contractor's Designed Portion. If the space here is insufficient a separate list should be prepared, signed or initialled by or on behalf of each Party and identified here, either as a specified Annex to this Contract or by its reference number, date or other identifier. The Contractor's Designed Portion **must not** include any element of the Works or their design which is to be carried out by a Named Sub-Contractor – see the Intermediate Building Contract Guide.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them, which should be annexed to this Contract, and make the appropriate deletions. The drawings themselves should be signed or initialled by or on behalf of each Party.

[5] Delete as appropriate.

[6] Delete if no items specifying a Named Sub-Contractor are included in the documents. See also footnote [3] above and the Intermediate Building Contract Guide.

Fifth the Contractor has:

- (A) priced the ~~Bills of Quantities/Specification/Work Schedules~~^[5] (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A'); or
- (B) ~~stated the sum he will require for carrying out the Works shown on the Contract Drawings and described in the Specification, that sum being the Contract Sum stated in Article 2, and has supplied to the Employer a Contract Sum Analysis in accordance with the stated requirements of the Employer or a Schedule of Rates on which that sum is based ('the Priced Document') ('Pricing Option B');~~

and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule')^[7];

the Priced Document, the priced Activity Schedule, where provided, and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party;

Sixth in response to the Employer's Requirements the Contractor has supplied to the Employer:

- documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portion ('the Contractor's Proposals'); and
- an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion ('the CDP Analysis');

Seventh the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements.^[8] The Employer's Requirements, the Contractor's Proposals and the CDP Analysis have each for identification been signed or initialled by or on behalf of each Party and particulars of each are given in the Contract Particulars;

Eighth for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Ninth ~~the Employer has provided the Contractor with a schedule ('the Information Release Schedule') which states the information the Architect/Contract Administrator will release and the time of that release~~^[9];

Tenth for the purposes of the Construction (Design and Management) Regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

Eleventh ~~the division of the Works into Sections is shown in the Bills of Quantities/Specification/Work Schedules and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars~~^[10];

Twelfth where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;

Thirteenth the Supplemental Provisions identified in the Contract Particulars apply;

[7] Delete these lines if a priced Activity Schedule is not provided.

In the Activity Schedule, each activity should be priced, so that the sum of those prices equals the Contract Sum excluding Provisional Sums and the value of work for which Approximate Quantities are included in the priced Bills of Quantities.

[8] Where the Employer has accepted a divergence from his requirements in the proposals submitted by the Contractor, the divergence should be removed by amending the Employer's Requirements before the Contract is executed.

[9] Delete the Ninth Recital if an Information Release Schedule is not provided.

[10] Delete the Eleventh Recital if the Works are not divided into Sections.

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

ONE HUNDRED AND ONE THOUSAND, ONE HUNDRED AND FIFTY POUNDS

(£ 101,150.00) ('the Contract Sum')

or such other sum as shall become payable under this Contract.

Article 3: Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator is

of

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

Article 4: Quantity Surveyor

For the purposes of this Contract the Quantity Surveyor^[11] is

STUART JOHNSTONE

of DEVSOZ CONSULTING LIMITED

or, if he ceases to be the Quantity Surveyor, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

[11] If the Architect/Contract Administrator is to exercise the functions ascribed by the Conditions to the Quantity Surveyor, his name should be inserted in Article 4.

Article 5: CDM Co-ordinator

The CDM Co-ordinator for the purposes of the CDM Regulations is the Architect/Contract Administrator

(or)^[12] RICHARD RIGBY

of RIGBY THORPE, 82 HIGH STREET, ALBRIGHTON, SHROPSHIRE

WV7 3JA.

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(1) of those regulations.

Article 6: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or)^[12] J.R. PICKSTOCK LIMITED

of 2 MILE OAK, MAREBURY ROAD, OSWESTRY, SHROPSHIRE, SY10 8GA

or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(2) of those regulations.

Article 7: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.^[13]

Article 8: Arbitration

Where Article 8 applies^[14], then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2005 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9: Legal proceedings^[14]

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

[12] Insert the name of the CDM Co-ordinator only where the Architect/Contract Administrator is not to fulfil that role, and that of the Principal Contractor only if that is to be a person other than the Contractor. If the project that comprises or includes the Works is not notifiable under the CDM Regulations 2007 – see the Contract Particulars (Tenth Recital), delete Articles 5 and 6 in their entirety.

[13] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Intermediate Building Contract Guide.

[14] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars must state that Article 8 and clauses 9.3 to 9.8 apply and the words "do not apply" must be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.12).

Contract Particulars

Note: An asterisk * indicates text that is to be deleted as appropriate.

Part 1: General

Clause etc.	Subject	
Fourth Recital	Employer's Requirements (State reference numbers and dates or other identifiers of documents in which these are contained.) ^[15]	AS LISTED IN: - ANNEX FOR THE DEMOLITION OF 155 GRAYS INN ROAD - 039 - 155 GRAYS INN ROAD.
Sixth Recital	Contractor's Proposals (State reference numbers and dates or other identifiers of documents in which these are contained.) ^[15]	AS LISTED IN: - ANNEX FOR THE DEMOLITION OF 155 GRAYS INN ROAD - 039 - 155 GRAYS INN ROAD.
Sixth Recital	CDP Analysis (State reference numbers and dates or other identifiers of documents in which this is contained.) ^[15]	AS LISTED IN: - ANNEX FOR THE DEMOLITION OF 155 GRAYS INN ROAD - 039 - 155 GRAYS INN ROAD.
Eighth Recital and clause 4.4	Construction Industry Scheme (CIS)	Employer at the Base Date * is a 'contractor' / is not a 'contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations ^[16]	the project * is / is not notifiable
Eleventh Recital	Description of Sections (if any) (If not shown or described in the Bills of Quantities/Specification/Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.) ^[15]	N/A

[15] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.
 [16] A project is notifiable under the CDM Regulations where it is not likely to involve more than 30 days, or 500 person days, of construction work or it is being carried out for a homeowner as a purely domestic project.

Twelfth Recital

Framework Agreement (if applicable)
(State date, title and parties.)

N/A.

Thirteenth Recital
and Schedule 5

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

Collaborative working

Paragraph 1
* applies/~~does not apply~~

Health and safety

Paragraph 2
* applies/~~does not apply~~

Cost savings and value improvements

Paragraph 3
* applies/~~does not apply~~

Sustainable development and environmental
considerations

Paragraph 4
* applies/~~does not apply~~

Performance Indicators and monitoring

Paragraph 5
* applies/~~does not apply~~

Notification and negotiation of disputes

Paragraph 6
* applies/~~does not apply~~

Where paragraph 6 applies, the respective
nominees of the Parties are

Employer's nominee

Contractor's nominee

JOHN OWEN

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

Article 8

Arbitration
(If neither entry is deleted, Article 8 and clauses
9-3 to 9-8 do not apply. If disputes and
differences are to be determined by arbitration
and not by legal proceedings, it must be stated
that Article 8 and clauses 9-3 to 9-8 apply.)^[17]

Article 8 and clauses 9-3 to 9-8 (Arbitration)
* apply/~~do not apply~~

[17] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Intermediate Building Contract Guide. See also footnote [14].

Sections: deferment of possession of Sections

* Clause 2.5
applies/does not apply

Maximum period of deferment (if less than 6 weeks) is^[19]

Section _____ : _____

Section _____ : _____

Section _____ : _____

2-23-2

Liquidated damages
(where completion by Sections does not apply)

at the rate of

£ 2,000.00 per WEEK OR PART
THEREOF.

Sections: rate of liquidated damages for each Section^[19]

Section _____ : £ _____ per _____

Section _____ : £ _____ per _____

Section _____ : £ _____ per _____

2-29

Sections: Section Sums^[19]

Section _____ : £ _____

Section _____ : £ _____

Section _____ : £ _____

2-30

Rectification Period
(where completion by Sections does not apply)
(If no other period is stated, the period is 6 months.)

6 months
from the date of practical completion of the Works

Sections: Rectification Periods^[19]
(If no other period is stated, the period is 6 months.)

Section _____ : _____ months

Section _____ : _____ months

Section _____ : _____ months
from the date of practical completion of each Section

2-34-3

Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (if any)

£ 1 million

4.5

Advance payment
(Not applicable where the Employer is a Local Authority)

Clause 4.5
* ~~applies~~/does not apply

If applicable:
the advance payment will be^[21]

£ _____ /

_____ per cent of the Contract Sum

and will be paid to the Contractor on

_____ ;

it will be reimbursed to the Employer in the following amount(s) and at the following time(s)

4.5

Advance Payment Bond
(Not applicable where the Employer is a Local Authority)
(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)

* An advance payment bond
~~is~~/is not required

4.6.1

Dates of issue of Interim Certificates
(If none are stated, the first Interim Certificate is to be issued within one month of the Date of Possession.)

The first date is:

_____ and thereafter the same date in each month or the nearest Business Day in that month^[22]

4.7.1

Percentage of the total value of work etc.
(The percentage is 95 per cent unless a different rate is stated.)

_____ per cent^[23]

4.9

Percentage of the total value of the Works or Section
(The percentage is 97½ per cent unless a different rate is stated.)

_____ per cent^[23]

4.12.4

Listed Items – uniquely identified
(Delete the entry if no bond is required.)

* For uniquely identified Listed Items a bond in respect of payment for such items is required for

£ _____

- [21] Insert either a monetary amount or a percentage figure, delete the alternative and complete the other required details.
[22] The first date should not be more than one month after the Date of Possession. Where it is intended that Interim Certificates be issued on the last day of each month, the entry may be completed/amended to read "the last day of (insert month) and thereafter the last day in each month or the nearest Business Day in that month." After practical completion, clause 4.9.2 allows for intervals of 2 months (or such other period as the Parties agree) between Interim Certificates.
[23] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clauses 4.7.1 and 4.9.

4.12.5	Listed Items – not uniquely identified (Delete the entry if clause 4.12.5 does not apply.)	* For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for £ _____
4.15 and Schedule 4	Contribution, levy and tax fluctuations Percentage addition for Fluctuations Option, paragraph 12	Schedule 4 (Fluctuations Option) applies ^[24] N/A . per cent
6.4.1.2	Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event)	£ 5 million ✓
6.5.1	Insurance – liability of Employer (Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)	Insurance * may be required /is not required Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £ _____ ^[25]
6.7 and Schedule 1	Insurance of the Works – Insurance Options ^{[26][27]}	Schedule 1: * Insurance Option A applies/ * Insurance Option B applies/ * Insurance Option C applies
6.7 and Schedule 1 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 per cent.)	15% . per cent
6.7 and Schedule 1 Insurance Option A (paragraph A.3)	Annual renewal date of insurance (as supplied by the Contractor)	31st JANUARY 201 .
6.11	Joint Fire Code	* The Joint Fire Code applies/does not apply ^[28]

[24] Delete if the contract period is of such limited duration as to make the provision inappropriate.

[25] If the indemnity is to be for an aggregate amount and not for any one occurrence or series of occurrences the entry should be amended to make this clear.

[26] Delete all but one.

[27] Obtaining Terrorism Cover, which is necessary in order to comply with the requirements of Insurance Option A, B or C, will involve an additional premium and may in certain situations be difficult to effect. Where a difficulty arises discussion should take place between the Parties and their insurance advisers. See the Intermediate Building Contract Guide.

[28] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C-2) has specified that the Works are a 'Large Project':

* Yes/No^[28]

6-14

Joint Fire Code – amendments/revisions
(The cost shall be borne by the Contractor unless otherwise stated.)

The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by

* the Employer/the Contractor

6-15

Contractor's Designed Portion (CDP)
Professional Indemnity insurance

Level of cover

(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)

* Amount of indemnity required relates to claims or series of claims arising out of one event/

* ~~is the aggregate amount for any one period of insurance~~

(If no amount is stated, insurance under clause 6-15 shall not be required.)

and is

£ 5,000,000

Sub-limits within the overall level of cover

Cover for pollution and contamination claims
(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)

* is required, with a limit of indemnity of

£ _____ /

* is not required

Cover for asbestos claims
(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)

* is required, with a limit of indemnity of

£ 1,000,000 /

* ~~is not required~~

Cover for fungal mould claims

* ~~is required~~

* ~~is not required~~

Expiry of required period of CDP Professional Indemnity insurance is
(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)

* 6 years/

* 12 years/

* _____ years
(not exceeding 12 years)

8-9-2

Period of suspension
(If none is stated, the period is 2 months.)

8-11-1-1 to 8-11-1-5

Period of suspension
(If none is stated, the period is 2 months.)

9-2-1

Adjudication^[29]

The Adjudicator is _____

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[30]

(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~Construction Confederation~~
- * ~~National Specialist Contractors Council~~
- * Chartered Institute of Arbitrators

9-4-1

Arbitration^[31] – appointor of Arbitrator (and of any replacement)^[32]

(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)

President or a Vice-President:

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~Chartered Institute of Arbitrators~~

[29] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[30] Delete all but one of the nominating bodies asterisked.

[31] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and clauses 9-3 to 9-8 (*Arbitration*) apply.

[32] Delete all but one of the bodies asterisked.

Part 2: Collateral Warranties

If collateral warranties are required from the Contractor, complete the particulars in (A) to (D) below:

Purchaser and Tenant Warranties

(A) Identity of Purchasers/Tenants in whose favour Collateral Warranties may be required

Clauses
7.4 and 7.6
of the Conditions

Name, class or description
of person

The part of the Works
to be purchased or let

(Where no Purchasers or Tenants are identified by name, class or description, no collateral warranties in favour of such persons shall be required from the Contractor.)

(B) Contractor's Warranties – Purchasers and Tenants

1.1.2

Applicability of clause 1.1.2

Clause 1.1.2
* applies/does not apply

Maximum liability
(Unless clause 1.1.2 is stated to apply and the maximum liability is stated, clause 1.1.2 does not apply.)

The maximum liability is

£ _____

Type of maximum liability
(If not stated, it shall be an aggregate limit on liability.)

* Maximum liability is in respect of each breach/
* Maximum liability is an aggregate limit on liability

1.3.1

Net Contribution: Consultants
(If none are specified, these shall be the Architect/Contract Administrator and the Quantity Surveyor (including any replacements), together with any other consultants who agree to give collateral warranties (or undertakings in similar terms) to any Purchaser(s) and/or Tenant(s).)

For the purposes of clause 1.3.1 'the Consultants' are:

1.3.2

Net Contribution: Sub-Contractors
(If none are specified, these shall be such as agree to give collateral warranties (or undertakings in similar terms) to any Purchaser(s) and/or Tenant(s).)

For the purposes of clause 1.3.2 'the Sub-Contractors' are:

Funder Warranties

Clauses 7.5 and
7.6 of the
Conditions

(C) Identity of Funder

(If not identified by name, class or description, no warranty in favour of a Funder shall be required from the Contractor.)

Clause of
CWa/F

(D) Contractor's Warranties – Funder

1.1

Net Contribution: Consultants and Sub-Contractors
(Unless otherwise stated, these shall be those specified (or deemed to be specified) under (B) above.)

Collateral Warranties from Sub-Contractors

(E) If warranties are required from sub-contractors, complete the particulars below:

Clauses 3-5 and 3-6 of the Conditions	Sub-contractors from whom Warranties may be required ^[33]	Type(s) of warranty (SCWa/P&T, SCWa/F, SCWa/E) required ^[34] from each sub-contractor	Levels of Professional Indemnity insurance required (if applicable) ^[35]

For these purposes, unless otherwise stated:

- (i) all Purchasers and Tenants identified at (A) above, any Funder identified at (C) above and the Employer shall be entitled to a warranty from a sub-contractor where the appropriate type is shown above as required from him;
- (ii) **if applicable, the levels of Professional Indemnity insurance must be specified^[35]**; the basis of that cover shall be whichever applies under the Contract Particulars for clause 6-15;
- (iii) if a maximum liability is specified under (B) above, that shall also apply in relation to all sub-contractors' Collateral Warranties unless a lower amount is specified;
- (iv) "the Consultants" for sub-contractors' Collateral Warranties shall be those stated in (B) above.

[33] Employers should be selective in listing the sub-contractors (or categories of sub-contractor) from whom collateral warranties may be required. The list of sub-contractors should not include any Named Sub-Contractor since such matters are intended to be dealt with by the Intermediate Named Sub-Contractor/Employer Agreement ICSUB/NAM/E and not to be governed by the Intermediate Named Sub-Contract itself (ICSUB/NAM). See the Intermediate Building Contract Guide.

[34] Where a sub-contractor is required to grant Collateral Warranties of the types referred to in clause 7-6 (i.e. the Sub-Contractor Collateral Warranty for a Purchaser or Tenant (SCWa/P&T), for a Funder (SCWa/F) and for the Employer (SCWa/E)), state the particular type(s). All three Collateral Warranties are documents prepared by JCT.

[35] Professional Indemnity insurance applies only where the sub-contractor has design responsibilities. As to cover levels, see the Intermediate Building Contract Guide.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Intermediate Building Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

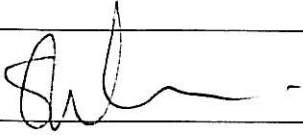
Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of the
Employer



in the presence of:


witness' signature



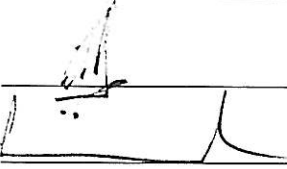
witness' name

Sara Pickstock

witness' address

 23 Globe View
London EC4U 3PL

Signed by or on behalf of the
Contractor



in the presence of:

witness' signature



witness' name

113 Pains Way, Epsom

witness' address

Surrey KT13 0AL