



MW 2011

Minor Works Building Contract 2011



2011

MINOR WORKS BUILDING CONTRACT

Articles of Agreement

This Agreement is made the 5th JANUARY 20 16

Between

The Employer QUEENS GATE HOLDINGS

(Company No. 1666970)^[1]

of/whose registered office is at CHESTERFIELD HOUSE

11-13 VICTORIA STREET, DOUGLAS

ISLE OF MAN, IM1 2LR

And

The Contractor ACTIVE BUILDING SOLUTIONS

(Company No. _____)^[1]

of/whose registered office is at 167 TIMBERLOG LANE

BASILDON, ESSEX, SS14 1PS

[1] Where the Employer or Contractor is not a company incorporated under the Companies Acts, delete the references to Company number and registered office.

Recitals

Whereas

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

DEMOLITIONS AND CONSTRUCTION OF 1 X 4 BEDROOM
AND 1 X 3 BEDROOM MEWS HOUSES WITH BASEMENTS
at 23-24 KINGS MEWS, LONDON WC1N 2JB

_____ ('the Works')
under the direction of the Architect/Contract Administrator referred to in Article 3;

Second the Employer has had the following documents prepared which show and describe the work to be done:

the drawings numbered/listed in 0645 L(P) 001 to 030 ('the Contract Drawings')^{[3][4]}
a Specification ('the Contract Specification')^[3]
Work Schedules^[3]

which for identification have been signed or initialled by or on behalf of each Party and those documents together with the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents') are annexed to this Agreement^[5];

Third the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules or provided a Schedule of Rates^[3];

Fourth 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;

Fifth 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;

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

Seventh the Supplemental Provisions identified in the Contract Particulars apply;

[2] State nature and location of intended works.

[3] Delete as appropriate.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them.

[5] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

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 will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

ONE MILLION ONE HUNDRED AND TWENTY FOUR THOUSAND
NINE HUNDRED AND FIFTY POUNDS (£ 1,124,950 .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^[6] is

MATTHEW HARTLEY
of BUCHANAN HARTLEY ARCHITECTS LTD, 13 GROSVENOR
GARDENS, LONDON SW1W 0BD

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Architect/Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

[6] Where the person named in Article 3 is entitled to the use of the name 'Architect' under and in accordance with the Architects Act 1997 delete 'Contract Administrator': in all other cases delete 'Architect'. Where 'Architect' is deleted here, the expression 'Architect' shall be deemed to have been deleted throughout this Contract; where 'Contract Administrator' is deleted here, the expression 'Contract Administrator' shall be deemed to have been deleted throughout.

Contract Particulars

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

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1-1, 1-2, 1-5, 1-6, 2-1 and 2-2)	Base Date	<u>10 DECEMBER 2015</u>
Fourth Recital and clause 4-2	Construction Industry Scheme (CIS)	Employer at the Base Date * is a 'contractor' /is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations ^[11]	the project * is not notifiable
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.)	<u>N/A</u>
Seventh Recital and Schedule 3	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

[11] A project is not 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 residential occupier as a purely domestic project.

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

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

Article 7

Arbitration
(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)^[12]

Article 7 and Schedule 1 (Arbitration)
* ~~apply~~/do not apply

1-1

CDM Planning Period^[13]

shall mean the period of

4 * days/weeks

* ending on the Date for Commencement of the Works/

* beginning/ending on

20

2-2

Date for Commencement of the Works

1st FEBRUARY 2016

2-2

Date for Completion

1st DECEMBER 2017

2-8

Liquidated damages

at the rate of

£ 0 per week ^[14]

2-10

Rectification Period
(The period is 3 months unless a different period is stated.)

3 months^[15]
from the date of practical completion

[12] 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 Guidance Notes. See also footnote [9].

[13] Under the CDM Regulations 2007 every client is expressly required to allocate sufficient time (the CDM Planning Period) prior to the commencement of construction to enable contractors and others to carry out necessary CDM planning and preparation. There may be cases where that planning and preparation needs to be completed earlier than the Date for Commencement of the Works.

[14] Insert 'day', 'week' or other period.

[15] 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 4-3 and 4-4.

4-3	Percentage of the total value of work etc. <i>(The percentage is 95 per cent unless a different rate is stated.)</i>	_____ per cent ^[15]
4-4	Percentage of the total amount to be paid to the Contractor <i>(The percentage is 97½ per cent unless a different rate is stated.)</i>	_____ per cent ^[15]
4-8-1	Supply of documentation for computation of amount to be finally certified <i>(The period is 3 months unless a different period is stated.)</i>	_____ months ^[15] from the date of practical completion
4-11 and Schedule 2	Contribution, levy and tax changes	Schedule 2 (<i>Fluctuations Option</i>) applies ^[16]
4-11 and Schedule 2 (paragraph 13)	Percentage addition for Fluctuations Option	_____ per cent
5-3-2	Contractor's insurance: injury to persons or property – insurance cover <i>(for any one occurrence or series of occurrences arising out of one event)</i>	£ <u>10,000,000</u>
5-4A, 5-4B and 5-4C	Insurance of the Works etc. – alternative provisions ^[17]	<ul style="list-style-type: none"> * Clause 5-4A (<i>Works insurance by Contractor in Joint Names</i>) applies/ * Clause 5-4B (<i>Works and existing structures insurance by Employer in Joint Names</i>) applies/ * Clause 5-4C (<i>Existing structures insurance by Employer in own name</i>) applies
5-4A-1 and 5-4B-1-2	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	_____ per cent

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

[17] Delete as appropriate.

Depending on the nature of the project and insurance available, the Parties may use:

- i) clause 5-4A on its own (where the Works are not an extension to or an alteration of an existing structure);
- ii) clause 5-4B on its own (where the Works are an extension to or an alteration of an existing structure and the Employer can obtain the insurance in Joint Names in compliance with clause 5-4B); or
- iii) clause 5-4C together with clause 5-4A (where the Works are an extension to or an alteration of an existing structure and where the Employer is a residential occupier and cannot obtain the insurance in Joint Names in compliance with clause 5-4B). See the Guidance Notes.

Executed as a Deed by the Employer

namely ¹ _____

(A) acting by a Director and the Company Secretary/two Directors of the company ^{2,3}

(Print name of signatory) and _____
(Print name of signatory)

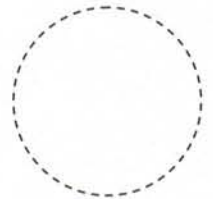
Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate ^{2,4}

in the presence of


Signature Director

Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company ^{2,5}



Signature Director

in the presence of

Witness' signature  _____ (Print name) RAMNEK MATHARN

Witness' address FLAT 3, 11 QUEENS GATE GARDENS, LONDON SW7 5LY

(D) by attested signature of the individual ⁶

Signature

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

Executed as a Deed by the Contractor

namely ¹ _____

(A) acting by a Director and the Company Secretary/two Directors of the company ^{2,3}

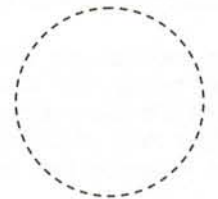
 (Print name of signatory) and _____
 (Print name of signatory)

 Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate ^{2,4}
in the presence of

 Signature Director

 Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company ^{2,5}

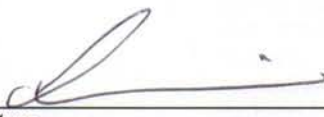
Signature Director

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

(D) by attested signature of the individual ⁶



 Signature

in the presence of

Witness' signature  (Print name) RANNEK MATIARU

Witness' address FLAT 3, 11 QUEENS GATE GARDENS,
LONDON SW7 5LY

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

ACTIVE BUILDING SOLUTIONS

167 Timberlog Lane, Basildon, Essex, SS14 1PJ | 01268 558702/ 07969029588 | Activebsolutions@btinternet.com

December 10, 2015

Kings Mews 23-24 London WC1B 2JB - Planned Works

Further to our conversation earlier today I can confirm the following:

First Stage strip & Internal Demolition	2 months
Second Stage	2 months
Basement & Shoring works	3 months
Basement & Main Build Construction	3 months
Roof & Façade works	3 months
Internal works Commence	4 months
Completion Due	November 2017

1. First Stage	£ 47,500.00
2. Second Stage	£ 67,500.00
3. Basement & Shoring	£ 314,000.00
4. Main Build & Construction	£ 403,450.00
5. Roof & Façade Works	£ 96,500.00
6. Internal Works/Fitting Out	£ 101,000.00
7. H/S/E, Prelims Etc	£ 95,000.00

Total Build Cost **£ 1,124,950.00**

- These figures may change according to variation.