

## Recitals

### Whereas

- First** the Employer wishes to have the design and construction of the following work carried out<sup>[2]</sup>:
- REFURBISHMENT AND REDEVELOPMENT OF ASTON  
COURT. INCLUDING CONSTRUCTION OF 5 HOUSES  
at ASTON COURT, CAMDEN ROAD, LONDON,  
NW1 9HE ('the Works')  
and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements ('the Employer's Requirements');
- Second** 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 Works ('the Contractor's Proposals'); and
  - an analysis of the Contract Sum ('the Contract Sum Analysis');
- Third** the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements<sup>[3]</sup>;
- 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** the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars<sup>[4]</sup>;
- 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;

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[2] State nature and location of intended works.

[3] 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.

[4] Delete the Fifth 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 complete the design for the Works and carry out and complete the construction of 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

\_\_\_\_\_ (£ \_\_\_\_\_) ('the Contract Sum')

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

#### Article 3: Employer's Agent

For the purposes of this Contract the Employer's Agent is

ROBERT LOMBARDELLI PARTNERSHIP LTD

of ST LUKES HOUSE, 5 WALSWORTH ROAD,

HITCHIN, HERTS, SG4 9SP

or such other person as the Employer shall nominate in his place. Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.

#### Article 4: Employer's Requirements and Contractor's Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.