

**DATE**

5th April

**2024**

- (1) The Football Foundation**
- (2) MGAC LLP**
- (3) Labosport Limited**
- (4) Surfacing Standards Limited**
- (5) Sports Labs Limited**
- (6) Lano Sports NV**
- (7) TigerTurf (UK) Ltd**
- (8) Fieldturf Tarkett SAS**
- (9) Saltex Oy**
- (10) Support in Sport (UK) Ltd**
- (11) Sports and Leisure Group NV**

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**Framework Alliance Contract**

**Provider Framework for Artificial  
Grass Pitches (AGP) 2024-28**

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## FRAMEWORK ALLIANCE CONTRACT

## FRAMEWORK ALLIANCE AGREEMENT

**A FRAMEWORK ALLIANCE CONTRACT** is created the 5th day of April 2024

**IN RELATION TO** the design, supply and installation of artificial grass pitches and all associated works (*Framework Programme*) as described in the *Framework Documents*

### BETWEEN

- (1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the '**Client**' which expression shall include a successor in title (including a statutory successor in title) and/or permitted assignees); and
- (2) **Lano Sports NV** (company number: 0434.839.815 (Belgian Crossroads Bank for Enterprises)) whose registered address is Venetiëlaan 33, Harelbeke, West-Flanders, Belgium.
- (3) **TigerTurf (UK) Ltd** (company number: 04024456) whose registered address is 229 Ikon, Droitwich Road, Hartlebury, Worcestershire, DY10 4EU
- (4) **Fieldturf Tarkett SAS** (company number: 452 835 242 RCS NANTERRE) whose registered address is 1 Terrasse Bellini, Tour Initiale, 92919, Paris, La Defense, FRANCE.
- (5) **Saltex Oy** (company number: 2161625-0) whose registered address is Sahatie 1, Alajärvi, Finland, 62900.
- (6) **Support in Sport (UK) Ltd** (company number: 04235291) whose registered address is Tavistock Works, Glasson Industrial Estate, Maryport, Cumbria, CA15 8NT
- (7) **Sports and Leisure Group NV** (company number: BE 0456.847.333) whose registered address is Industriepark West 43, Sint-Niklaas, Belgium, 9100.

each a '**Provider**' and together the '**Providers**'.

- (8) **MGAC LLP** (company number: OC309255) whose registered address is 26 Finsbury Square, London, EC2A 1DS.
- (9) **Labosport Limited** (company number: 05185905) whose registered address is Unit 1 Aerial Way, Hucknall Business Park, Watnall Road, Hucknall, Nottingham, NG15 6DW.
- (10) **Surfacing Standards Limited** (company number: 05154061) whose registered address is Office 2, Empingham House, Ayston Road, Uppingham, Rutland, LE15 9NY.
- (11) **Sports Labs Limited** (company number: SC186755) whose registered address is 1 Adam Square, Brucefield Industry Park, Livingston, West Lothian, EH54 9DE.

each a '**Consultant**' and together the '**Consultants**'.

### BACKGROUND

- (A) This *Framework Alliance Contract* governs the creation of an alliance framework between the *Client*, *Alliance Manager* and *Providers* and sets out how the *Client* intends to work with the other *Alliance Members* and governs the creation of the *Alliance Members'* relationship to

deliver *Projects* during the *Framework Programme*.

- (B) Each *Provider* has been appointed as a Provider following their response to a public procurement exercise (FTS Notice number: 2023/S 000-029137) published on 3<sup>rd</sup> October 2023 and subsequent participation in a tender process.
- (C) Each *Consultant* has been appointed as a consultant following their response to a public procurement exercise (FTS Notice number: 2023/S 000-029138) published on 3<sup>rd</sup> October 2023 and subsequent participation in a tender process.
- (D) The aim of this *Framework Alliance Contract* is to create a relationship which promotes a culture of mutual trust, co-operation and confidence in the delivery of *Projects*.
- (E) The *Alliance Members* shall work together towards continuous improvements in *Project* delivery and programme, and to achieve value for money.
- (F) The contract in respect of each *Project* will be created by signing individual *Project Contracts*.

**THE ALLIANCE MEMBERS AGREE** that the *Contract Terms* of the **Framework Alliance Contract, ACA 2016**, apply, save as amended here, and agree to work in an *Alliance* to fulfil their agreed roles and responsibilities and to apply their agreed expertise in relation to the *Framework Programme*, in accordance with and subject to the *Framework Documents*, and who agree that subject to amendment in accordance with the *Contract Terms*:

**Reference in  
Contract Terms**

Clause 1.1                      The roles, expertise and responsibilities of the *Alliance Members* are described in the *Framework Documents* and, in addition to the *Client* and the *Alliance Manager*, the *Alliance Members* are:

the Providers

[the Consultants]

Clauses 1.3, 1.4 and 1.5      The *Framework Documents* are:

- this *Framework Alliance Agreement* incorporating:
  - *Objectives, Success Measures, Targets and Incentives* (Schedule 1);
  - *Timetable* (Schedule 2);
  - *Risk Register* (Schedule 3);
  - *Award Procedures* (Schedule 4);
  - *Template Project Documents* (Schedule 5)
  - *Legal Requirements and Special Terms* (Schedule 6);
  - *Change control procedure* (Schedule 7);

- *Framework Brief (Schedule 8);*
  - *Framework proposals (Schedule 9);*
  - the *Contract Terms* (as amended);
  - the *Alliance Manager Services Schedule* agreed confidentially between the *Client*, any *Additional Clients* and the *Alliance Manager*;
  - the *Alliance Manager Payment Terms* agreed confidentially between the *Client*, any *Additional Clients* and the *Alliance Manager*;
  - the *Framework Prices* and *Framework Proposals* each submitted individually and confidentially to the *Client* and the *Alliance Manager* by another *Alliance Member*;
  - any *Joining Agreement*;
- and any additional and amended *Framework Documents* developed in accordance with the *Contract Terms*.

#### Clause 1.6

The *Core Group* members are:

Dean Potter	appointed by The Football Foundation (Client)
Chris Barry	appointed by The Football Foundation (Alliance Manager)
Adrian Haden	appointed by MGAC LLP (Framework Managing Consultant)
Louis Keeley	appointed by Labosport Limited (Design Consultant)
Wes Bugg	appointed by Surfacing Standards Limited (Design Consultant)
Jac Jenkinson	appointed by Sports Labs Limited (Design Consultant)
Andy Lovell	Appointed by Lano Sports NV (AGP Provider)
David Hook	Appointed by Tiger Turf (UK) Limited (AGP Provider)
Gilly Burrows	Appointed by Fieldturf Tarkett SAS (AGP Provider)
Ralf Oechies	Appointed by Saltex Oy (AGP Provider)

Josh McCarthy                      Appointed by Support in Sport (UK) Ltd  
(AGP Provider)

Stephen Jones                      Appointed by Sports and Leisure Group  
NV (AGP Provider)

Clause 1.9.3                      The communication systems are:

The preferred method of communication shall be via electronic mail (email). Where appropriate, the sender may use a method of confirming receipt via their email client.

Clause 1.10                      The *Alliance Members* shall engage with the following *Stakeholders* in accordance with clause 1.10 and the *Framework Documents*:

The Football Association

Clause 1.11                      The following *Additional Clients* and/or other *Additional Alliance Members* may join the *Alliance* in accordance with clause 1.11:

[The Football Association; Applicants for Awards to Sport England; English Sports Council; Community Sports Clubs in England, Wales, Scotland and Northern Ireland; National Governing Bodies (of Sport) in England, Scotland, Wales and Northern Ireland and their Applicants; Central Government Bodies; Sports Councils; Local Authorities (England, Wales, Scotland and Northern Ireland) and applicable Housing Associations;]

Clause 3.1                      The *Alliance Manager* is: Chris Barry of The Football Foundation

and the *Alliance Manager's* authority under clause 3.1 is subject to the following restrictions:

Not applicable

Clause 3.2                      The *Alliance Manager* may act on behalf of the *Client* in the following matters:

All those matters connected to the performance of its services and functions and as instructed by the *Client* from time to time.

Clause 3.3                      The *Independent Adviser* is:

Clauses 4.3 and 4.4	<p>The <i>Agreed Prices</i> for each <i>Project</i> shall be established in accordance with clause 4:</p> <ul style="list-style-type: none"><li>• and shall state separately the agreed <i>Profit</i> and <i>Overheads</i>;</li><li>• and shall state separately any agreed costs established in accordance with <i>Alliance Activities</i> under clause 6.</li></ul>
Clauses 5.1 and 5.2	See <b>Schedule 4 Award Procedures</b> .
Clause 5.7	Any exclusivity granted to any one or more Alliance Members under clause 5.7 in respect of all or part of the Framework Programme is as follows: No exclusivity.
Clause 6	<p>The <i>Alliance Members</i> shall implement the following <i>Supply Chain Collaboration</i> and/or other <i>Alliance Activities</i> in accordance with clause 6 within the timescales stated in the <i>Timetable</i> or as otherwise agreed:</p> <p><i>Alliance Members</i> will develop the <i>Timetable</i> collaboratively and set out targets to realise the objectives set out in Schedule 1 of the Agreement.</p>
Clause 8.6	The payment periods set out in clause 8.6 shall be amended as specified in the <i>Project Contract</i>
Clause 8.11	The rate of interest on late payment is: 3%
Clauses 10.1 and 10.2	<p>The following amendments apply to the duties of care under clauses 10.1 and/or 10.2:</p> <p>Insert at the end of clauses 10.1 and 10.2, 'save that in respect of a <i>Project</i>, the duty of care as set out in the <i>Project Contract</i> shall apply as between the relevant <i>Alliance Members</i>'.</p>
Clause 12	<p>The following types and amounts of insurance cover shall be taken out by the following <i>Alliance Members</i> in accordance with clause 12 in respect of matters governed by the <i>Framework Alliance Contract</i>: For all <i>Alliance Members</i> as indicated, apart from the <i>Client</i>:</p> <p>Employer's liability insurance: £10,000,000.00 for any one occurrence</p> <p>Public liability insurance: £10,000,000.00 for any one occurrence</p>

Professional indemnity insurance: £5,000,000.00 for any one occurrence unless otherwise agreed with the Client and stated in the relevant *Project Contract*. (Subject to market conditions either lower aggregate sub-limits for certain claims and/or aggregate cover with reinstatements will be considered for agreement by the *Client*.)

Works insurance requirements (*Providers only*) shall be determined in accordance to the *Project* requirements and set out in the *Project Contract*.

Clause 13.2                      The following rights of assignment and/or sub-contracting apply under clause 13.2:

See the *Special Terms*

Clause 13.3                      The following amendments apply to the confidentiality provisions in clause 13.3:

See the *Special Terms*

Clause 14.1                      The *Framework Alliance Contract* shall commence on: the date as stated at the beginning of this agreement and, subject to the remainder of clause 14, shall continue for a period of: 48 months and shall expire at the end of 48 months.

Clause 15.2                      Any dispute may be referred to conciliation conducted in accordance with clause 15.2 and Part 1 of Appendix 4 by a *Conciliator* who shall be appointed by: the Centre for Effective Dispute Resolution (CEDR) /in accordance with the *Conciliation Procedure*.

The *Conciliation Procedure* is: CEDR Model Mediation Procedure and Rules 2017

Clause 15.3                      Any dispute may be referred to adjudication conducted in accordance with clause 15.3 and Part 2 of Appendix 4 by an *Adjudicator* who shall be: appointed by the Association of Consultant Architects (ACA) / in accordance with the *Model Adjudication Procedure*.

The *Model Adjudication Procedure* shall be: CIC 2022 Edition

Clause 15.4                      Arbitration shall not apply

Clauses 13.4 and 15.5                      The applicable laws under clauses 13.4 and 15.5 and the courts with non-exclusive jurisdiction are those of: [England and Wales].



**The Football Foundation ("Client") of**

Wembley Stadium, Wembley, London, HA9 0WS and whose email addresses are

[MRG@footballfoundation.org.uk](mailto:MRG@footballfoundation.org.uk). and [jennie.goodman@footballfoundation.org.uk](mailto:jennie.goodman@footballfoundation.org.uk).

Executed as a deed by )

**The Football Foundation** )

*Martin Glenn*  
Martin Glenn (Mar 17, 2024 15:39 GMT)

Authorised Signatory

Martin Glenn

Print Name

Executed as a deed by )

**The Football Foundation** )

*J Goodman*  
J Goodman (Mar 20, 2024 14:19 GMT)

Authorised Signatory

Jennie Goodman

Print Name

**MGAC LLP ("Framework Managing Consultant")** whose registered office is at 26 Finsbury Square, London, EC2A 1DS

and whose email address is [mark.anderson@mgac.com](mailto:mark.anderson@mgac.com) and [ashley.oconnor@mgac.com](mailto:ashley.oconnor@mgac.com)

Executed as a deed by

**MGAC LLP**

)

)   
Mark G. Anderson (Mar 18, 2024 09:07 EDT)

Mark Anderson  
Member



Ashley O'Connor  
Member

**Labosport Limited ("Design Consultant")** whose registered office is at Unit 1 Aerial Way, Hucknall Business Park, Watnall Road, Hucknall, Nottingham, NG15 6DW

and whose email address is [david.james@labosport.com](mailto:david.james@labosport.com) and [david.rigby@labosport.com](mailto:david.rigby@labosport.com).

Executed as a deed by

**Labosport Limited**

)

)    
David James (Mar 15, 2024 15:46 GMT) David Rigby (Mar 21, 2024 14:09 GMT)

David James  
Director

David Rigby  
Director

**Surfacing Standards Limited ("Design Consultant")** whose registered office is at Office 2, Empingham House, Ayston Road, Uppingham, Rutland, LE15 9NY

and whose email address is [steve@surfacingstandards.co.uk](mailto:steve@surfacingstandards.co.uk) and [Wes@surfacingstandards.co.uk](mailto:Wes@surfacingstandards.co.uk).

Executed as a deed by

**Surfacing Standards Limited**

)

)    
Steve Wilcockson (Mar 15, 2024 16:01 GMT) Wes Bugg (Mar 26, 2024 09:22 GMT)

Steve Wilcockson  
Director

Wes Bugg  
Director

**Sports Labs Limited ("Specialist Testing Consultant")** whose registered office is at 1 Adam Square, Brucefield Industry Park, Livingston, West Lothian, EH54 9DE

and whose email address is [eric@sportslabs.co.uk](mailto:eric@sportslabs.co.uk) and [keith@sportslabs.co.uk](mailto:keith@sportslabs.co.uk)

Executed as a deed by

**Sports Labs Limited**

)

*Eric O'Donnell* *K McPherson*

)

Eric O'Donnell (Mar 21, 2024 08:56 GMT)

Eric O'Donnell  
Director

Keith McPherson  
Director

**Lano Sports NV ("AGP Provider")** whose registered office is at Venetiëlaan 33, Harelbeke, West-Flanders, Belgium

and whose email address is [joe.lano@lano.be](mailto:joe.lano@lano.be) and [crolan@skynet.be](mailto:crolan@skynet.be)

Executed as a deed by

**Lano Sports NV**



)    
) Joe Lano (Mar 18, 2024 17:18 GMT+1) Mireille Lanneau (Mar 18, 2024 17:30 GMT+1)  
-----  
Joseph Lano                      Mireille Lanneau  
Director                              Director

**TigerTurf (UK) Ltd ("AGP Provider")** whose registered office is at 229 Ikon, Droitwich Road, Hartlebury, Worcestershire, DY10 4EU

and whose email address is [d.hook@tigerturf.com](mailto:d.hook@tigerturf.com) and [gm.kendall@tigerturf.com](mailto:gm.kendall@tigerturf.com)

Executed as a deed by

**TigerTurf (UK) Ltd**

)    
) David Hook (Mar 18, 2024 18:26 GMT) Gregory Kendall (Mar 18, 2024 18:29 GMT)  
-----  
David Hook                      Gregory Kendall  
Director                              Company Secretary

**Fieldturf Tarkett SAS ("AGP Provider")** whose registered office is at 1 Terrasse Bellini, Tour Initiale, 92919, Paris, La Defense, FRANCE

and whose email address is [Eric.daliere@tarkett.com](mailto:Eric.daliere@tarkett.com) and [eric.daniel@tarkett.com](mailto:eric.daniel@tarkett.com)

Executed as a deed by

**Fieldturf Tarkett SAS**

)    
) Eric Daliere (Apr 5, 2024 11:32 EDT) Eric Daniel (Apr 4, 2024 18:28 GMT+2)  
-----  
Eric Daliere                      Eric Daniel  
Director                              Director

**Saltex Oy ("AGP Provider")** whose registered office is at Sahatie 1, Alajärvi, Finland, 6290  
and whose email address is [morten.chrone@unisport.com](mailto:morten.chrone@unisport.com) and [hannu.salmenautio@saltex.fi](mailto:hannu.salmenautio@saltex.fi)

Executed as a deed by )

**Saltex Oy**

) *Morten Chrone* *Hannu Tapani Salmenautio*  
Morten Chrone (Mar 21, 2024 10:46 GMT+1) Hannu Tapani Salmenautio (Mar 18, 2024 15:03 GMT+2)  
Morten Chrone Hannu Salmenautio  
Director Director

**Support in Sport (UK) Ltd ("AGP Provider")** whose registered office is at Tavistock Works, Glasson  
Industrial Estate, Maryport, Cumbria, CA15 8NT

and whose email address is [Rob@sispitches.com](mailto:Rob@sispitches.com) and [paulb@sispitches.com](mailto:paulb@sispitches.com).

Executed as a deed by )

**Support in Sport (UK) Ltd**

) *Rob Hope* *Paul Barker*  
Rob Hope (Mar 21, 2024 08:53 GMT) Paul Barker (Mar 22, 2024 15:47 GMT)  
Rob Hope Paul Barker  
Director Director

**Sports and Leisure Group NV ("AGP Provider")** whose registered office is at Industriepark West 43,  
Sint-Niklaas, Belgium, 9100

and whose email address is [john.penninck@slgroup.be](mailto:john.penninck@slgroup.be) and [jo.nijsten@slgroup.be](mailto:jo.nijsten@slgroup.be)

Executed as a deed by )

**Sports and Leisure Group NV**

) *John Penninck* *Jo Nijsten*  
John Penninck (Mar 18, 2024 10:13 GMT+1) Jo Nijsten (Mar 21, 2024 11:05 GMT+1)  
John Penninck Jo Nijsten  
Director Director

**Schedule 1**  
**Part 1**  
**Objectives**  
**(see clause 2.1)**

The *Objectives* are:

1. To deliver high levels of end user satisfaction with the artificial grass pitch installation that improves and enhances the experience for participation in sport;
2. To deliver a completed artificial grass pitch installation that is sustainable for the facility owner and user;
3. To increase efficiency and deliver added value over the life of the framework through supply chain integration, process improvement and other initiatives, through collaborative working;
4. To learn from shared experiences on the framework and to adapt, develop and improve the quality of artificial grass pitch installations over the life of the *Framework Alliance Contract*;
5. To deliver social value benefits that improve the lives of those in the communities in which projects are delivered.

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**Guidance note:** The *Objectives* state the agreed objectives of the *Alliance* and the *Framework Programme*, and of the *Alliance Members* in relation to the *Alliance* and the *Framework Programme*. They form the basis for the *Success Measures* and *Targets* stated in Part 2 of this Schedule 1 and for seeking *Improved Value* in accordance with clauses 2.2, 6.1 and 6.3 of the *Contract Terms*.

**Part 2**  
**Success Measures and Targets**  
**(see clauses 2.3, 5.7 and 14.2)**

The *Success Measures* and *Targets* are described in this Schedule.

**See Success Measures and Targets appended hereto**

**Guidance note:** The *Success Measures* are the agreed basis for determining the achievement of the *Objectives* and for measuring the performance of the *Alliance Members*. They state the *Targets* set for each *Success Measure*, including the method of recording relevant data, the *Alliance Member* responsible for measuring against that data and the system for reporting to the other *Alliance Members*.

Rights of termination under clause 14.2.2 shall apply in respect of *Success Measures* and *Targets* only if detailed and subject to the relevant matters set out in this Schedule.

**Guidance note:** Exercising a right of termination as a result of *Alliance Members* not achieving agreed *Targets* is a last resort. It is important to state any limitations as to which *Success Measures* and *Targets* may justify the exercise of that right and any additional procedures that precede the exercise of that right.

## Part 2: Success Measures & Targets

### AGP Provider (AGPP)



Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance	80%	90%	How satisfied the client was with the AGPP's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Client Satisfaction – Quality of the completed facility	80%	90%	How satisfied the client is with the completed facility on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-03	Client Satisfaction – H&S, Sustainability & Environmental Awareness	80%	90%	How satisfied the client was that the AGPP demonstrated H&S, Sustainability and Environmental awareness on completed work on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-04	Time Predictability - Construction Period	95%	97.5%	The difference between the agreed time period for Construction against the actual time, measured against a Gantt chart	FMC to monitor progress of the actual time against the planned time.	At the end of the Project and reported cumulatively on an annual basis	FMC reports against programme
PM-05	Cost Predictability of the Project	95%	97.5%	The difference between the Contract Sum and the Final Account.	FMC to report when Final Account is agreed and published.	When the Final Account is agreed and then reported cumulatively on an annual basis	FMC to report.
PM-06	End User Satisfaction - At Handover	80%	90%	How satisfied the end user is with the completed facility at handover on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.



Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
PM-07	Project collaboration & communication	80%	90%	How effective the AGPP was in collaborating and communicating with the client, end user and FMC during the project.	Based on the issue of a survey to client, end user and FMC at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the FMC, the Authority and its Partners on the Provider's commitment to Framework Objectives on a 1-10 scale	Following the annual review with the Framework Operator	Annually	FMC conducts a workshop with the Framework Operator and provides an overall assesment

\* Client shall mean, Applicant, End User or Framework Partner

## Part 2: Success Measures & Targets



### Framework Managing Consultant (FMC)

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance of the Consultant	80%	90%	How satisfied the client was with the Consultant's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Client Satisfaction – H&S, Sustainability & Environmental Awareness	80%	90%	How satisfied the client was that the Consultant demonstrated H&S, Sustainability and Environmental awareness on completed work on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	FMC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-03	Time Predictability - Pre-Construction Stage Activities	95%	97.5%	The difference between the agreed time period for Pre-Construction against the actual time, measured against a Gantt chart	Alliance Manager to monitor progress of the actual time against the planned time.	At the end of the Pre-Construction Stage and reported cumulatively on an annual basis	FMC reports against programme
PM-04	Project collaboration & communication	80%	90%	How effective the FMC was in collaborating and communicating with the client, end user and AGPP during the project.	Based on the issue of a survey to client, end user and AGPP at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	Client issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the Client, the Authority and its Partners on the FMC's commitment to Framework Objectives on a 1-10 scale	Following the annual review with Alliance Team	Annually	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assesment

\* Client shall mean, Applicant, End User or Framework Partner

## Part 2: Success Measures & Targets



### Design Consultant (DC)

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance of the Consultant	80%	90%	How satisfied the client was with the Consultant's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	DC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Client Satisfaction – H&S, Sustainability & Environmental Awareness	80%	90%	How satisfied the client was that the Consultant demonstrated H&S, Sustainability and Environmental awareness on completed work on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	DC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-03	Time Predictability - Pre-Construction Stage Activities	95%	97.5%	The difference between the agreed time period for Pre-Construction against the actual time, measured against a Gantt chart	Alliance Manager to monitor progress of the actual time against the planned time.	At the end of the Pre-Construction Stage and reported cumulatively on an annual basis	DC reports against programme
PM-04	Project collaboration & communication	80%	90%	How effective the DC was in collaborating and communicating with the client, end user and AGPP during the project.	Based on the issue of a survey to client, end user and AGPP at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	Client issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the Client, the Authority and its Partners on the DC's commitment to Framework Objectives on a 1-10 scale	Following the annual review with Alliance Team	Annually	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assesment

\* Client shall mean, Applicant, End User or Framework Partner

## Part 2: Success Measures & Targets



### Specialist Testing Consultant (STC)

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
Project Measures and Targets							
PM-01	Client Satisfaction – Overall Performance of the Consultant	80%	90%	How satisfied the client was with the Consultant's overall performance on the Project on a 1-10 scale	By the issue of a Customer Satisfaction form at the end of each project.	At the end of the Project and reported cumulatively on an annual basis	STC issues and receives form and reports findings to the Authority, its partners and the Employer.
PM-02	Project collaboration & communication	80%	90%	How effective the STC was in collaborating and communicating with the client, end user and AGPP during the project.	Based on the issue of a survey to client, end user and AGPP at the end of the project and assessed on the percentage of respondents scoring "satisfied" or "very satisfied".	At the end of the Project and reported cumulatively on an annual basis	Client issues and receives form and reports findings to the Authority, its partners and the Employer.
Framework Measures and Targets							
FM-01	Environmental Considerations			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-02	Training & Employment			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-03	Local Supply Chain Engagement			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.
FM-04	Commitment to Framework Initiatives			To be defined	To be defined	Annually	Monthly monitoring and progress Form to be completed by The Authority.

Ref:	Success Measure	Success Measure Targets		Definition	Who collects data?	Frequency of Collection	How is data collected?
		Min Level	Target Level				
FM-05	Commitment to Framework Collaboration	80%	90%	An assessment made by the Client, the Authority and its Partners on the FMC's commitment to Framework Objectives on a 1-10 scale	Following the annual review with Alliance Team	Annually	Independent Adviser conducts a workshop with the Alliance Team and provides an overall assesment

\* Client shall mean, Applicant, End User or Framework Partner

**Part 3**  
**Incentives**

(see clause 2.4)

The *Incentives* to achieve the following Objectives and/or the following *Targets* are:

***Incentives***

***Objective and/or Target***

*A process of value engineering with a shared pain/gain mechanism (with incentivisation) to manage the difference between tendered sum and the final agreed contract sum referred to in the particular Project Contract. The pain/gain mechanism will work as follows: the tendered sum shall not be exceeded during the design development stage of any Project so that any cost overruns (save for any changes or agreed "provisional" items) shall be borne completely by the AGP Provider (appointed as the Contractor under the Project Contract). If the Contract Sum is less than the Tendered Sum, any such cost savings will be shared 50:50 between the parties to such Project Contract*

---



**Schedule 2**  
**Timetable**

(see clause 6.1)

[TO BE COMPLETED POST AWARD OF CONTRACT]

Description of action/consent/approval	<i>Alliance Member(s)</i> responsible for action/consent/approval	Period/deadline for action/consent/approval	Additional comments

**Guidance note:** The *Timetable* states agreed deadlines, gateways and milestones in respect of the *Framework Programme* and achievement of the *Objectives*, and the timescales for *Alliance Activities*, including the nature, sequence and duration of the agreed actions of each *Alliance Member* and any consents or approvals (whether required from *Alliance Members* or third parties) that are pre-conditions to subsequent actions.

**Schedule 3  
Risk Register**

(see clauses 9.3 and 9.4)

[TO BE COMPLETED POST AWARD OF CONTRACT]

<b>Risk</b>	<b>Likelihood of risk</b>	<b>Impact of risk on <i>Framework Programme</i> and/or Objectives and/or <i>Alliance Activities</i></b>	<b><i>Risk Management</i> action</b>	<b><i>Risk Management</i> action period/deadline</b>

**Guidance note:** The *Risk Register* states the nature of each risk, its likelihood and impact on the *Framework Programme* and/or achievement of the *Objectives* and/or any *Alliance Activities* (including any anticipated financial impact), the *Alliance Member(s)* responsible for each *Risk Management* action, the agreed *Risk Management* actions (including actions to reduce the likelihood of each risk and to reduce its financial and other impact) and the agreed periods/deadlines for completing those actions.

**Schedule 4**  
**Part 1**  
**Direct Award Procedure**

**(see clause 5.1)**

[See Award Procedure document appended hereto]

**Part 2**  
**Competitive Award Procedure**

**(see clause 5.2)**

[See Award Procedure document appended hereto]



# Volume 2 Contract

## Schedule 4: Award Procedures

Contract Ref:	T10017
Date:	September 2023
Issue:	1

# Document Control

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## Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10017	--	21/09/23	NT	KH		For Client Review
10017	A	03/10/23	NT	KH	NT	Tender Issue

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# Appendices

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Appendix 4B.2	Competitive Award Template (AGPP)
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## 1. Introduction to Award Procedures under the Framework

### 1.1. Introduction

1.1.1. This document describes the way in which “works” and “services” are called-off under the Framework. The Framework Operators (Alliance Members) comprise of the following:-

- AGP Providers (AGPP) (x6)<sup>1</sup>
- Framework Managing Consultant (FMC) (x1)
- Design Consultant (x2)
- Specialist Testing Consultant (x2)

1.1.2. All “Alliance Members” will be awarded a place on the multi-party ACA, Framework Alliance Contract, FAC-1.

1.1.3. The AGPPs are within a “Multiple Provider” framework. The method of awarding works to the AGPPs will be primarily by the use of the “Competitive Award Procedure”. The circumstances by which the “Direct Award Procedure” may be used, under limited circumstances, is set out in this schedule.

1.1.4. The appointment of the Consultants (FMC, DC and STC) are for a “Single Provider” for each service discipline.

1.1.5. The method of awarding services to the Consultants will be by the use of the “Direct Award Procedure” only.

1.1.6. The method of awarding works and services under the framework are further described in this document.

### 1.2. Generally

1.2.1. **Schedule 4** of the Framework Alliance Contract (FAC-1) sets out the way in which works and services are awarded under the Framework. There are principally two main methods of awarding works and services under the Framework:-

Part 1 – Direct Award Procedure (Clause 5.1)

Part 2 – Competitive Award Procedure (Clause 5.2)

---

<sup>1</sup> Or any other such number as concluded through the procurement.





1.2.2. The following sections describe the call-off procedures for both the AGGPs and the Consultants.

- Call-Off Procedures for the AGGPs (see [2. Call-Off Procedures \(AGGPs\)](#))
- Call-Off Procedures for Consultants (see [3. Call-Off Procedures \(Consultants\)](#))



## 2. Call-Off Procedures (AGGPs)

### 2.1. Introduction

2.1.1. Works will be “called off” under the Framework in accordance with this document. There are two methods by which the Authority or those accessing the Framework will be able to call off works. These are:-

- Competitive Award Procedure
- Direct Award Procedure

2.1.2. These are described below:-

### 2.2. The Competitive Award Procedure

2.2.1. This method of award is the *default* method of awarding works/services.

2.2.2. For all projects called-off under the framework, the procedure that will be adopted is the use of a competitive award procedure in accordance with **Clause 5.2 of FAC-1** and this **Schedule 4: Award Procedures, Part 2: Competitive Award Procedure**.

2.2.3. The process is further illustrated at **Appendix 4A.2 – Competitive Award Procedure (AGP Supplier)**. All Framework Operators will be invited to participate in each competitive award procedure, subject to the Framework Operator not being in default, in accordance with the special terms set out at **Schedule 6, Part 2: Special Terms**.

2.2.4. The competitive award template for conducting a Competitive Award Procedure is attached at **Appendix 4B.2 – Competitive Award Template**.

2.2.5. The award criteria under a Competitive Award Procedure shall be based on MEAT (most economically advantageous tender) criteria. The Authority will determine the appropriate weighting to be applied on each competitive award procedure with the balance between quality and cost, relative to the nature of the project being “called-off”.

2.2.6. The FMC, on behalf of the Authority shall invite the AGPP to submit a Tender Price based on the **Tender Documents** issued to the AGPP, and other template documents contained at **Schedule 5 – Template Project Documents** issued to them. The Competitive Award Procedure will be conducted during RIBA Plan of Work Stage 4a: Technical Design.



2.2.7. The AGPP shall respond with a Tender Price and Proposal within a competitive tendering environment. It is envisaged that Tenderers shall not exceed their Framework Rates.

2.2.8. The FMC shall review all Tender Prices submitted by the AGPPs and make a recommendation to the Client (Contracting Authority) for the award of a Contract to the “most economically advantageous tenderer”.

2.2.9. The process is further illustrated at **Appendix 4A.2 – Competitive Award Procedure (AGPP)**.

### 2.3. Direct Award Procedure

2.3.1. This method of award is strictly limited to the following situations:-

**Emergency** – This is where for reasons of health and safety or security that it is in the best interest of the Authority and the General Public that the Authority awards work to the AGP Supplier with the most appropriate competency, availability and ability to undertake the work at that time;

**Urgency** – As with “Emergency”, this is where there is an urgent need to award work without a call for competition. Typically, this may be where the project is required in time to fulfil a particular business need.

**Continuity** – This is where the project may be an extension to an existing project or is of a substantially similar nature to a previous project, i.e. adjacent site; a particular building methodology; substantially similar design and supply chain.

2.3.2. In all cases, the Authority wishing to adopt a “Direct Award” method of awarding work must do so with justification to the Contracting Authority, who will consider the grounds for Direct Award. Furthermore, all Framework Operators shall be approached and invited to be considered for the award of work on the basis of the Framework Operator who obtained the highest score to gain entry onto the Framework being asked first. If the first placed Framework Operator declines the opportunity, then it shall be offered to the second place Operator and so on and so forth until a Framework Operator is able to demonstrate sufficient competency, ability and availability to undertake the required works.



- 2.3.3. In reality, it is unlikely that the “Direct Award” procedure will be used. Even in “Emergency” and “Urgent” situations, a competitive procedure should be encouraged.
- 2.3.4. The FMC, on behalf of the Authority shall invite the AGPP to submit a Tender Price based on the **Tender Documents** and other template documents contained at **Schedule 5 – Template Project Documents** issued to them.
- 2.3.5. The AGPP shall respond with a Tender Price which shall use the tendered framework rates in accordance with the Price Framework, incorporated into the Framework Agreement at **Schedule 9 – Framework Proposals**.
- 2.3.6. The FMC shall review the Tender Price submitted by the AGPP and make a recommendation to the Client (Authority) for the award of a Contract.
- 2.3.7. The process is further illustrated at **Appendix 4A.1 – Direct Award Process (AGPP)**.



### 3. Call-Off Procedures (Consultants)

#### 3.1. Introduction

3.1.1. Services will be “called off” under the Framework in accordance with this document. The method by which the Authority or those accessing the Framework will be able to call off services of the Consultant will solely be by the use of the “Direct Award Procedure”.

3.1.2. This is further described below.

#### 3.2. Direct Award

3.2.1. This method of award is the *default* method of awarding services under the Framework for the Consultant (FMC, DC or STC).

3.2.2. The Authority shall use the Framework Rates provided by the Consultant as set out in the Framework Proposals at **Schedule 9 – Framework Proposals** of the Framework Alliance Contract.

3.2.3. The Authority shall complete **Appendix 4B.3 – Direct Award Template (Consultants)** and request that the Consultant provides a fee in connection with the “Project Brief” contained at **Schedule 5, Part 3 – Project Brief of the FAC-1**.

3.2.4. The Consultant shall apply their “Framework Rates” in calculating the “Project Fee” for services called-off under the Framework.

3.2.5. The Consultant shall respond with a Tender Price which shall use the tendered framework rates in accordance with the Price Framework, incorporated into the Framework Agreement at **Schedule 9 – Framework Proposals**.

3.2.6. The Authority shall review the Tender Price submitted by the Consultant and then award a Contract.

3.2.7. The process is further illustrated at **Appendix 4A.3 – Direct Award Procedure (Consultants)**.

3.2.8. There are multiple consultants working on the Framework. The table below sets out the method of directly awarding work to each consultant:-



Lot & Description	Nr of Providers	Method of Direct Award
Lot 1 – FMC	X1	Direct Award to the single provider. FMC undertakes services based on tendered framework rates.
Lot 2 – DC	X2	<p>In the event there is only 1 provider in a lot, the award of work will be by the Direct Award to the single provider. The Consultant shall undertake the services based on tendered framework rates.</p> <p>In the event there are 2 providers, the award of work will be based on a rotational basis between the 2 providers with the work split on a 50/50 basis throughout the life of the framework, or by other such ratio, based on capacity and performance. The Consultant shall undertake the services based on tendered framework rates.</p> <p>In addition, if an Authority has previously worked with a Consultant, then it may use the Direct Award Procedure to work with the Consultant of their choice on the framework.</p>
Lot 3 – STC	X2	

### 3.3. The Competitive Award Procedure

- 3.3.1. It is not envisaged that Consultants in Lots 2 and 3 will be required to compete under the Competitive Award Procedure. However, any Authority who wishes to conduct a competitive award procedure to appoint either the DC or STC, then it reserves the right to do so.



## 4. Procurement Route

### 4.1. Single Stage Design & Build

- 4.1.1. The Authority's method of procurement is "Single Stage Design & Build" under JCT Design & Build Contract (DB2016). This is further described in **Schedule 8 – Framework Brief**.
- 4.1.2. The procedure for appointing various members of the project team at each relevant stage of the RIBA Plan of Work, is set out at **Appendix 4C – Single Stage D&B Route**.
- 4.1.3. Under the "Direct Award" procedure, AGGPs or Consultants will apply their "Framework Rates" in calculating the project fee.
- 4.1.4. Under the "Competitive Award" procedure for the appointment of the AGGP, the AGGP operators will compete for the work by responding to Tender Documents issued by the FMC.
- 4.1.5. Under this method, the Framework Operator will compete on the basis of providing full costs against a "Contract Sum Analysis", consistent with the JCT Design & Build Contract 2016.
- 4.1.6. The "Competitive Award Procedure" will be conducted adopting MEAT (Most Economically Advantageous Tender) criteria, i.e. The evaluation will be based on cost and quality aspects. The Authority reserves the right to vary the balance between quality and cost, dependent upon each project. However, the Authority will operate within a range of 30-70% either way. That is, the lowest percentage for cost or quality is 30% and the highest is 70%.
- 4.1.7. The lowest price tender received will obtain the maximum weighted percentage score for the cost element.
- 4.1.8. In the case of a "Competitive Award Procedure", the procurement of the AGGP will be undertaken at the end of **RIBA Plan of Work Stage 4a: Technical Design**.
- 4.1.9. The AGGP will assume design responsibility from **RIBA Plan of Work Stage 4b: Technical Design** onwards.

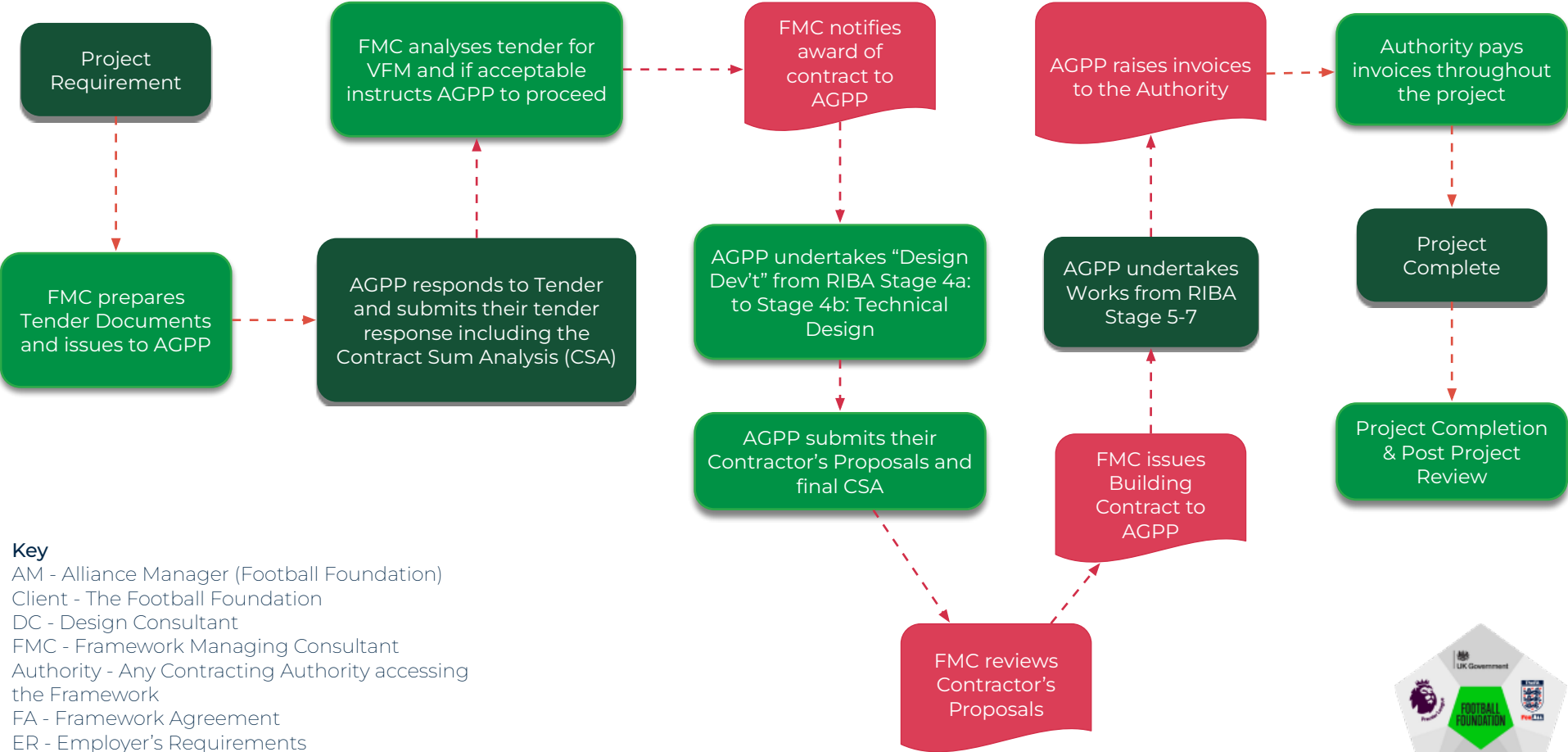
## Appendix 4A.1

Direct Award Procedure (AGPP)



# Appendix 4A.1

## Direct Award Procedure (AGPP)

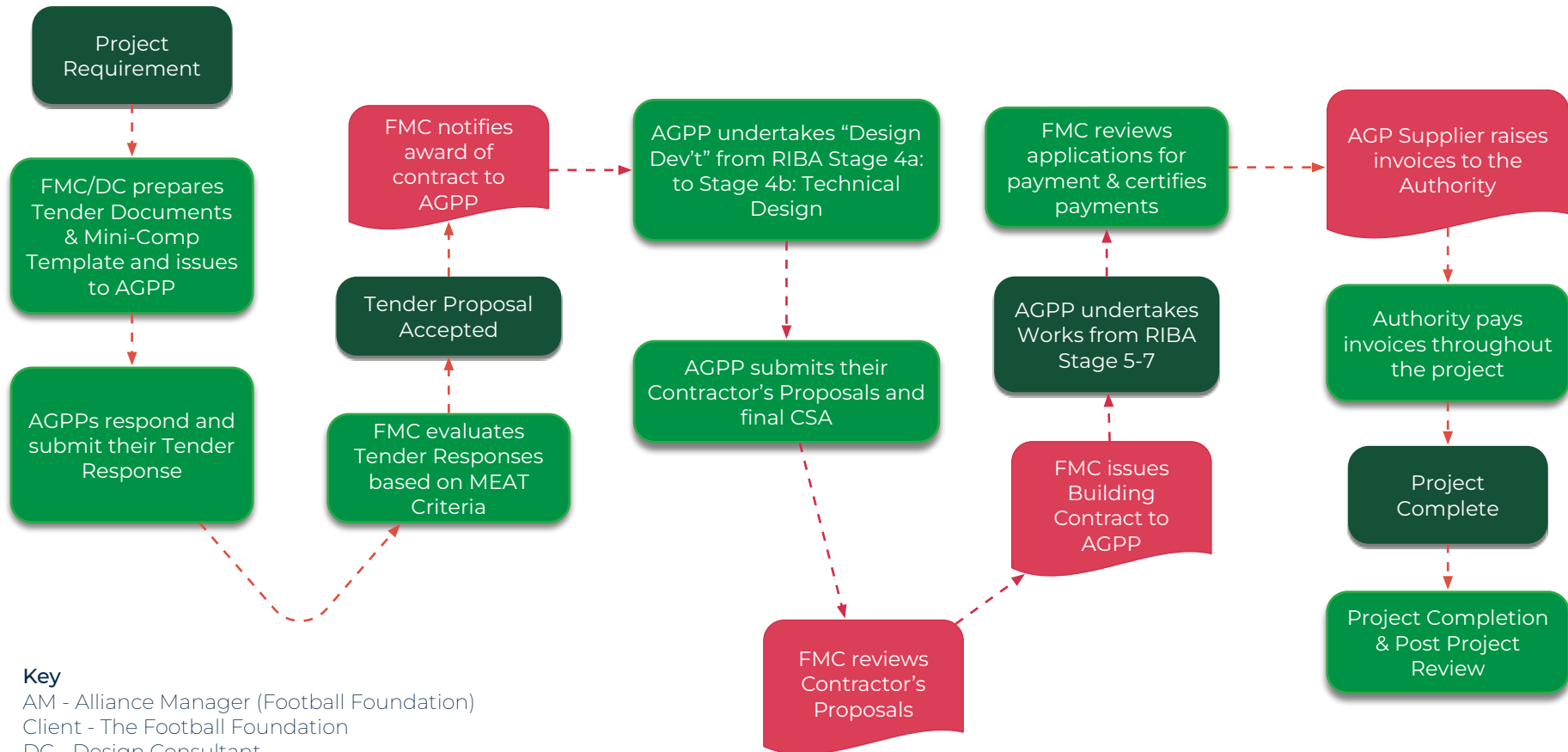


## Appendix 4A.2

### Competitive Award Procedure (AGPP)

## Appendix 4A.2

### Competitive Award Procedure (AGPP)



#### Key

AM - Alliance Manager (Football Foundation)  
 Client - The Football Foundation  
 DC - Design Consultant  
 FMC - Framework Managing Consultant  
 Authority - Any Contracting Authority accessing the Framework  
 FA - Framework Agreement  
 ER - Employer's Requirements  
 AGPP - AGP Provider

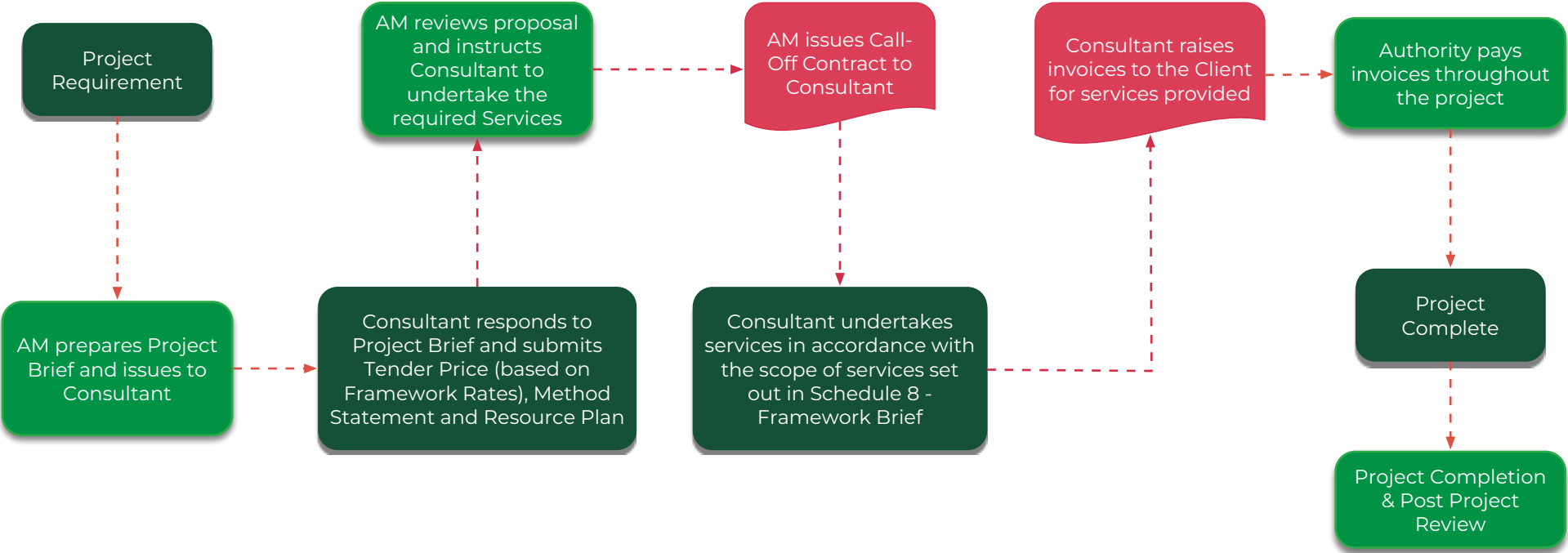


## Appendix 4A.3

### Direct Award Procedure (Consultants)

# Appendix 4B

## Direct Award Procedure (Consultant)



### Key

- AM - Alliance Manager (Football Foundation)
- Client - The Football Foundation
- DC - Design Consultant
- FMC - Framework Managing Consultant
- Authority - Any Contracting Authority accessing the Framework
- FA - Framework Agreement
- ER - Employer's Requirements
- AGPP - AGP Provider



## Appendix 4B.1

Direct Award Template (AGPP)



## Appendix 4B.1: Direct Award Template (AGPP)

*For award under the Framework Agreement*

Project Title: [insert details]

Site Location [insert details]

Project Reference: [insert details]

# Project Information



Issued To:

Date of Issue:

Issued By:

1	Project Reference	insert text	
2	Project Title:	insert text	
3	Site Address:	insert text	
4	Description of Works/Services Required:	insert text	
5	Project Brief	Attached as Appendix A	
6	Estimated Budget for the project.	£0	
7	<u>Target Dates</u>		
	Issue Tender Documents	01-Jul-24	
	Conclude Design and Contract Sum Analysis	01-Sep-24	
	Execute Contract - Start on Site	01-Nov-24	
	Works complete	31-Jan-25	
8	<u>Requirements of the AGPP</u>		
	Please confirm that you have the necessary resources and capacity to undertake the required works?	Yes	
	Please provide your outline project plan (Gantt Chart) for both pre-construction and post construction.	Enclosed?	Yes
	Please provide your Contract Sum Analysis for the work.	Enclosed?	Yes



## Appendix 4B.2

### Competitive Award Template (AGPP)



## Appendix 4B.2: Competitive Award Template (AGPP)

*For award under the Framework Agreement*

Project Title: [insert details]

Site Location [insert details]

Project Reference: [insert details]

# Project Information



Issued To:

Date of Issue:

Issued By:

1	Project Reference	insert text	
2	Project Title:	insert text	
3	Site Address:	insert text	
4	Description of Works/Services Required:	insert text	
5	Tender Documents		
6	Estimated Budget for the project.	£0	
7	<u>Target Dates</u>		
	Issue Tender Documents	01-Jul-24	
	Closing Date for Tender Response	01-Aug-24	
	Conclude Design and submit Contractor's Proposals and final Contract Sum Analysis	01-Sep-24	
	Execute Contract - Start on Site	01-Nov-24	
	Works complete	31-Jan-25	
8	<u>Tender Response</u>		
	Please respond to the Method Statement Questions at <b>Appendix B</b> .	Enclosed?	Yes
	Please submit your completed Contract Sum Analysis at <b>Appendix A</b> .	Enclosed?	Yes

# Tender Offer



To: [insert Contracting Authority]

We refer to the Employer's letter dated ..... inviting us to submit an offer to provide the Works/Services identified in the Tender Documents and in accordance with the documents listed in the Letter of Invitation and the requirements of Framework Agreement.

We confirm that we are prepared to provide the Works/Services in accordance with the said documents herein referred to and for the following fees:-

1. A Lump Sum for the works/services set out in the Project Information sheet and as further detailed in the Project Brief of [insert amount], excluding VAT.
2. If our Offer is accepted by you in writing then an agreement by us is thereby effected and we acknowledge that this agreement forms part of our Framework Agreement with [insert Contracting Authority] subject to any specific requirements set out in the Project Information and Project Brief.
3. We agree that we will not disclose to any person other than the person to whom this Offer is addressed the amount or approximate amount of our Offer except where such disclosure is necessary to obtain insurance premium quotations required for the preparation of the Offer.
4. We confirm our acceptance to the terms and conditions of the Framework Agreement, and the Parent Company Guarantee (Schedule 5 - Template Documents, Part 1 - Call-Off Contracts).

Signed:

Name in capital letters: [insert name]

On behalf of: [insert name of consultant's firm]

Position: [insert details]

Address: [insert address]

Date: [insert date]

## Appendix 4B.3

Direct Award Template (Consultants)

# Project Information



Issued To:

Date of Issue:

Issued By:

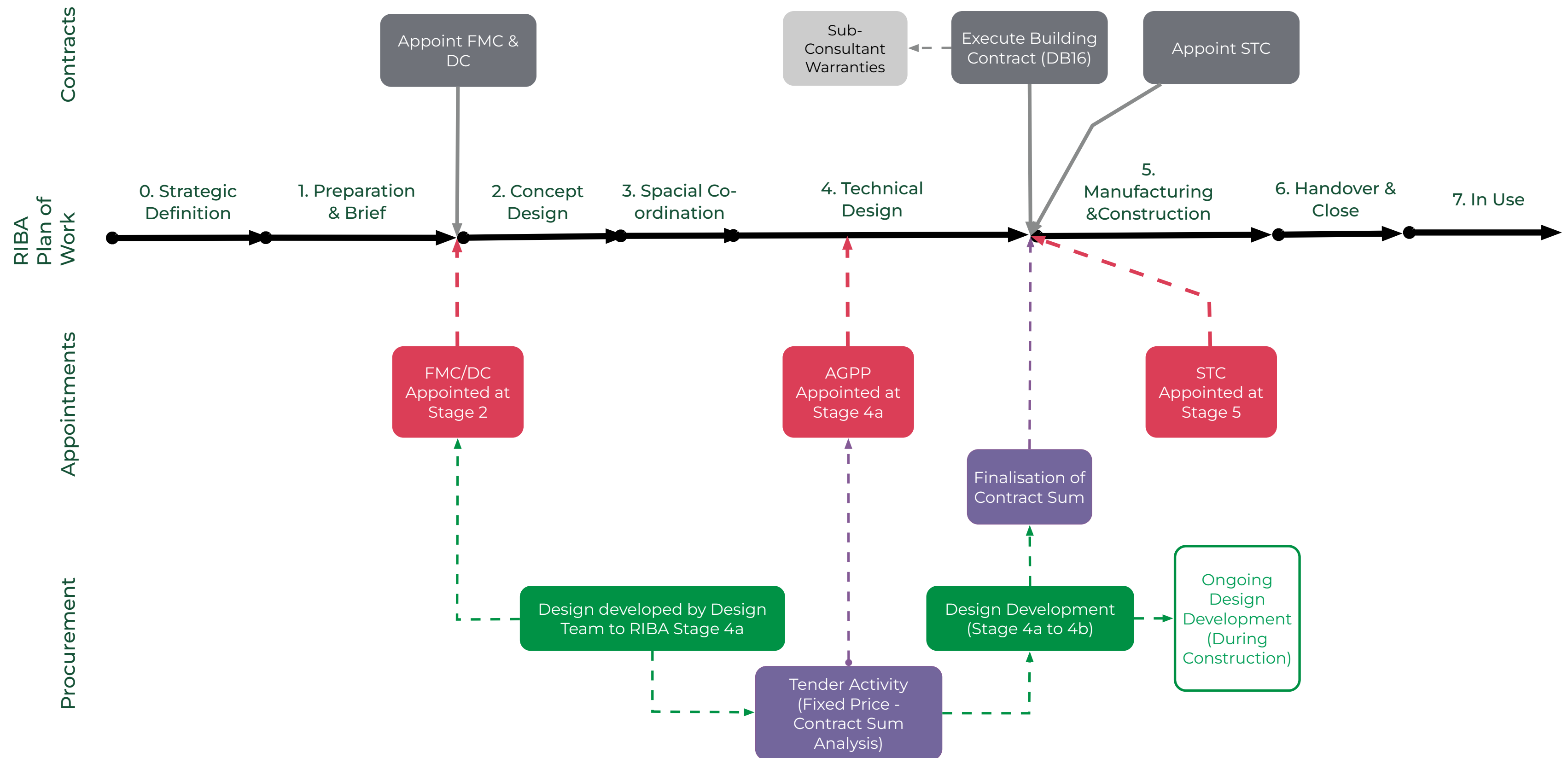
1	Project Reference	insert text	
2	Project Title:	insert text	
3	Site Address:	insert text	
4	Description of Services Required:	insert text	
5	Project Brief	Attached as Appendix A	
6	Estimated Budget for the project.	£0	
7	<u>Target Dates</u>		
	Issue Tender Documents	01-Jul-24	
	Closing date for responding to Tender	01-Aug-24	
	Execute Contract - Commence Services	01-Nov-24	
	Services complete	31-Jan-25	
8	<u>Requirements of the Consultant</u>		
	Please confirm that you have the necessary resources and capacity to undertake the required services?	Yes	
	Please provide your proposals for undertaking the required services including resource schedule, project plan and method statement?	Enclosed?	Yes
	Please provide your fee for undertaking the required services	Enclosed?	Yes

## Appendix 4C

Single Stage D&B Route

# Appendix 4C

## Single Stage “Design & Build” Route



### KEY

FMC - Framework Managing Consultant  
 DC - Design Consultant  
 STC - Specialist Testing Consultant  
 AGPP - AGP Provider  
 AM - Alliance Manager



**Schedule 5**  
**Template Project Documents**  
**(see clause 5.3)**

*See Award Procedure document and all Project Contracts shall use the following Template Project Documents as set out in this Schedule.*

## **Part 1**

### **Call-Off Contracts & related performance security/warranty documents**

1. JCT DB 2016 (as amended)
2. Parent Company Guarantee (if applicable/required)
3. Performance Bond (if applicable/required)
4. Sub-Contractor/Sub-Consultant Collateral Warranty
5. Consultant Collateral Warranty (if required instead of Third Party Rights)
6. Consultant Form of Order
7. Professional Appointment of a Consultant

**DATE**

**20**

**(1) [The Employer]**

**(2) [The Contractor]**

---

**JCT Design and Build Contract 2016 Edition**  
in relation to  
**the design, supply and installation of**  
**artificial grass pitches**  
at  
[insert site address]

---

## ARTICLES OF AGREEMENT

DATE

20

### PARTIES

- (1) [ ] a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the '**Employer**' which expression shall include successors in title (including a statutory successor in title) and/or permitted assigns); and
- (2) [**Contractor**] a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the '**Contractor**').

### RECITALS

#### Whereas

- First the Employer wishes the Contractor to provide design and construction services in connection with the [describe works] at [address of works] (the '**Works**'). The Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements (the '**Employer's Requirements**'); and
- Second in response to the Employer's Requirements the Contractor shall supply to the Employer:
- i. documents showing and describing the Contractor's proposals for the design and construction of the Works (the '**Contractor's Proposals**'); and
  - ii. an analysis of the Contract Sum (the '**Contract Sum Analysis**'); and
- Third the Contractor has, as at the date of this Contract and pursuant to Article 16, examined the Employer's Requirements and, subject to the Conditions, the Contractor confirms:
- i. that the Contractor's Proposals meet with the Employer's Requirements and there is no discrepancy within and/or between the two documents; and
  - ii. that the Contractor shall be fully responsible in all respects for the design of the Works (whether contained in the Employer's Requirements or the Contractor's Proposals) and design development, selection of goods and materials and satisfaction of performance specifications;
- 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;
- Sixth this Contract is supplemented by the Framework Agreement referred to in Article 11;
- Seventh the Supplemental Provisions identified in the Contract Particulars apply.
- Eighth the Contractor has stated the firm and fixed sums he will require for carrying out the Works (as defined in the Conditions).

## **ARTICLES**

### **Article 1. Agreement**

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

### **Article 3. Employer's Agent**

For the purposes of this Contract, the Employer's Agent is [REDACTED] of [REDACTED] 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 (including pay less notices), requests or statements and otherwise to act for the Employer under any of the Articles and Conditions. Notwithstanding the appointment of the Employer's Agent, the Employer shall retain authority to issue comments, instructions, requests and notices from time to time for the purposes of this Contract.

### **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.

### **Article 5. Principal Designer**

The Principal Designer for the purposes of the CDM Regulations is [REDACTED] of [REDACTED] or, such replacement as the Employer at any time appoints to fulfil that role.

### **Article 6. Principal Contractor**

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or, such replacement as the Employer at any time appoints to fulfil that role.

### **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.

### **Article 8. Arbitration**

Arbitration does not apply.

### **Article 9. Legal proceedings**

Subject to Article 7, the English courts shall have exclusive jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract (including non-contractual claims) save for the enforcement of any judgment or award of the English courts in another jurisdiction.

### **Article 10. Incorporation and amendment of D&B 2016**

This Contract shall incorporate all the provisions of the Joint Contracts Tribunal Design and Build Contract 2016 ('**D&B 2016**') except that:

- (a) The Recitals contained in D&B 2016 shall be replaced in their entirety by these Recitals.
- (b) The Articles of Agreement contained in D&B 2016 shall be replaced in their entirety by these Articles of Agreement.

- (c) The Contract Particulars contained in D&B 2016 shall be replaced in their entirety by the Contract Particulars attached to these Articles of Agreement.
- (d) The Conditions and Schedules contained in D&B 2016 shall be amended as provided in Appendix 1 of these Articles of Agreement.
- (e) The Conditions shall be construed as varied accordingly and if there is any discrepancy between the Conditions and the schedule of amendments contained in Appendix 1 of these Articles of Agreement then the wording of the schedule of amendments shall prevail.
- (f) In the event of any conflict, ambiguity, discrepancy or divergence between documents, the order of priority shall be as follows:
  - (i) Appendix 1 of these Articles of Agreement (Schedule of Amendments)
  - (ii) Articles of Agreement
  - (iii) Conditions
  - (iv) Contract Particulars
  - (v) Recitals
  - (vi) Schedules
  - (vii) Employer's Requirements
  - (viii) Contractor's Proposals; and
  - (ix) Contract Sum Analysis

#### **Article 11. Framework Agreement**

The Contractor has entered into FAC-1 Framework Alliance Contract (as the '**Alliance Member**') with the Employer (as the ['Client']['Additional Client']) dated [ ] (the '**Framework Agreement**'). The Contractor has been appointed to carry out the Works following a [Direct Award pursuant to Clause 5.1 of the Framework Agreement] [Competitive Award pursuant to Clause 5.2 of the Framework Agreement]<sup>1</sup>. The Contractor acknowledges and confirms that in carrying out the Works pursuant to this Contract it will have all due regard to the principles of conduct governing the Framework Agreement as set out in the 'Background' and Clause 1.1 of the Framework Agreement.

#### **Article 12. Interface Protocol**

Where there are two or more contractors on the Site operating concurrently at any given time clause 3.17 and Appendix 6 of this Contract shall apply.

#### **Article 13. Previous Work**

Notwithstanding the date of this Contract, any work (including design, enabling, temporary or other preliminary or permanent work), services or activities carried out by or on behalf of the Contractor prior to the date of this Contract in anticipation of the Employer entering into this Contract with the Contractor shall, on the date of this Contract, be considered to have been carried out under this Contract and shall be subject to the terms of this Contract. Any sums paid by the Employer before the date of this Contract shall be considered to have been paid on account of the Contract Sum under this Contract.

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<sup>1</sup> Delete as appropriate.

## Contract Particulars

Note: an Asterisk \* indicates text that is to be deleted as appropriate.

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date [is a 'contractor'] [is not a 'contractor'] for the purposes of the CIS
Fifth Recital	Description of Sections (if any) <i>(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)</i>	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]
Sixth Recital	Framework Agreement <i>(State date, title and parties.)</i>	[identify by date, parties etc]
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions - Part 1  <i>(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provisions <u>does not</u> apply.)</i>	
	Named Sub-Contractors	Supplemental Provision 1 [applies][does not apply]
	Valuation of Changes – Contractor's estimates	Supplemental Provision 2 [applies][does not apply]
	Loss and expense – Contractor's estimates	Supplemental Provision 3 [applies][does not apply]
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions - Part 2 <i>(Where neither entry against one of Supplemental Provision 4 to 10 below is deleted, that Supplemental Provision applies.)</i>	
	Acceleration Quotation	Supplement Provision 4 [applies][does not apply]
	Collaborative working	Supplemental Provision 5 [applies][does not apply]
	Health and safety	Supplemental Provision 6 [applies][does not apply]
	Cost savings and value improvements	Supplemental Provision 7 [applies][does not apply]
	Sustainable development and environmental considerations	Supplemental Provision 8 [applies][does not apply]

	Performance Indicators and monitoring	Supplemental Provision 9 [applies][does not apply]
	Notification and negotiation of disputes	Supplemental Provision 10 [applies][does not apply]
	Where Supplemental Provision 10 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 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 4	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 4	Contract Sum Analysis <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 8	Arbitration <i>(If neither entry is deleted, Article 8 and clauses 9.3 and 9.8 does not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.)</i>	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	[insert date]
1.1	Date for Completion of the Works <i>(where completion by Sections does not apply)</i>	[insert date]
	Sections: Dates for Completion of Sections	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]
1.7	Addresses for service of notices by the Parties	As stated at the commencement of the Agreement or such other address as may be advised from time to time in advance in writing
2.3	Date of Possession of the site <i>(where possession by Sections does not apply)</i>	[insert date]
2.4	Sections: Dates of Possession of Sections	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]



2.4	Deferment of possession of the site (where possession by Sections does not apply)	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
	Sections: deferment of possession of Sections	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
2.17.3	Limit of Contractor's liability for loss of use etc.	£5 million for each and every claim up to an overall limit of £10 million in the aggregate
2.29.2	Liquidated damages (where completion by Sections does not apply)	at the rate of [£ ] per week pro-rated]
	Sections: rate of liquidated damages for each Section	Section [...]: [£x] per [...] Section [...]: [£x] per [...] Section [...]: [£x] per [...]
2.34	Sections: Section Sums	Section [...]: [£x] Section [...]: [£x] Section [...]: [£x]
2.35	Rectification Period (where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)	[ ] from the date of practical completion of the Works
	Sections: Rectification Periods (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
2.39	Third Party Agreements	[Identify documents]
4.6	Advance payment (Not applicable where the Employer is a Local or Public Authority)	Clause 4.6 [applies] [does not apply]  If applicable: the advance payment will be £[ ] / [ ] 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): [ ]
4.6	Advance Payment Bond (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]

4.7.1	Method of payment - alternatives <i>(If no Alternative is selected, Alternative B applies.)</i>	[by stages in accordance with Alternative A (clause 4.12)]
		[periodically in accordance with Alternative B (clause 4.13)]
	Alternative A: Stage Payments	The stages are set out in the following document [.....]
	Stages (insert brief description)	Cumulative value £ [insert details] £ [insert details] £ [insert details]
4.7.2	Interim Payments – Interim Valuation Dates <i>(The dates apply for Alternative; if no dates is stated, the first Interim Valuation Date is one month after the Date of Possession.)</i>	The first Interim Valuation Date is [.....] and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items - uniquely identified <i>(Delete the entry if no bond is required)</i>	[A bond is not required] [For uniquely identified Listed Items a bond in respect of payment for such items is required for £ [insert]]
4.15.5	Listed Items - not uniquely identified <i>(Delete the entry if clause 4.15.5 does not apply.)</i>	[A bond is not required] [For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for £ [insert]]
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)</i>	[a bond is not required] Clause 4.17 [applies] [does not apply] If clause 4.17 applies, the maximum aggregate sum for the purposes of clause 2 of the bond is £ [insert] For the purposes of clause 6.3 of the bond, the expiry date shall be [insert]
4.18.1	Retention Percentage <i>(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)</i>	[3][5] per cent
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in [identify document]
6.4.1.	Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than	[£10,000,000.00] for any one occurrence or series of occurrences arising out of one event

6.5.1	Insurance - liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £[insert]
6.7 and Schedule 3	Works insurance - Insurance Options applicable	Schedule 3: <ul style="list-style-type: none"> <li>• Insurance Option A applies/</li> <li>• Insurance Option B applies/</li> <li>• Insurance Option C applies</li> </ul>
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	[15] per cent
	Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is <i>(as supplied by the Contactor)</i>	[insert date]
	Where Insurance Option C applies, paragraph C.1 <i>(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)</i>	[applies]/ [is replaced by the provisions of the following document(s)]  (the 'C.1 Replacement Schedule')
6.10 and Schedule 3	Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required.)</i>	are set out in the following document(s) [insert reference]
6.15	Professional Indemnity insurance Level of cover	Amount of indemnity required <ul style="list-style-type: none"> <li>• [Relates to claim or series of claims arising out of one event]/</li> <li>• [is the aggregate amount for any one period of insurance]</li> </ul> <p>And is £[x]</p>
	Cover for pollution and contamination claims. <i>(Unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	[is required, with a sub-limit of indemnity of £[insert]]
	Expiry of required period of Professional Indemnity insurance is	12 years
6.17	Joint Fire Code	The Joint Fire Code [applies] [does not apply]
	If the Joint Fire Code applies, state whether the insurer Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	[Yes] [No]

6.20	Joint Fire Code - amendments/ revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 <i>(If neither entry is deleted, clause 7.2 applies.)</i> Sections: rights under clause 7.2 <i>(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)</i>	See clause 7  See clause 7
7.3.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i>	*[is required]/[is not required]
	The required form of the bond or guarantee is set out in	[Appendix 2 of the Schedule of Amendments]
	Initial value	[x] per cent of the Contract Sum
	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be <i>(If no entry is selected, the date shall be the date of practical completion of the Works.)</i>	[the date of practical completion of the Works]/ [2 weeks after the date of expiry of the Rectification Period for the Works]/ [the date for issue of the Notice of Completion of Making Good for the Works]
	Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is <i>(If no other percentage is stated, it shall be 50 per cent.)</i>	[.....] per cent
7.3.2	Guarantee from the Contractor's parent company	*[is required]/[is not required]
	Parent company's name and registration number	[insert details]
	The required form of the guarantee is set out in	[Appendix 3 of the Schedule of Amendments]

7.4	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor, sub-contractors and sub-consultants of rights in respect of the Works by third party rights or collateral warranties (' <b>Rights Particulars</b> ') are as follows:	<p>The Contractor shall be required to grant third party rights under Appendix 4 of this Contract to any Stakeholder as the Employer may direct.</p> <p>The Contractor shall be required to procure collateral warranties from any Sub-Contractor in favour of any Beneficiary</p>
8.9.2	Period of suspension	[3] months
8.11.1.1 to 8.11.1.6	Period of suspension	[3] months
9.2.1	<p>Adjudication</p> <p>Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)</p> <p><i>(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).</i></p>	<p>The Adjudicator is [ ]</p> <p>The Royal Institution of Chartered Surveyors</p>
9.4.1	<p>Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or Vice-President of the Royal Institute of British Architects).</i></p>	Not applicable

**This Agreement 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** )  
**[EMPLOYER]** )  
 )  
acting by )  
 , a director )

in the presence of

**Witness**

**Signature:** .....

**Name:** .....

**Address:** .....

.....

.....

**Occupation:** .....

**EXECUTED as a DEED by** )  
**[CONTRACTOR]** )  
 )  
acting by )  
 , a director )

in the presence of

**Witness**

**Signature:** .....

**Name:** .....

**Address:** .....

.....

.....

**Occupation:** .....

## Appendix 1

### Schedule of Amendments

#### Section 1 Definitions and Interpretation

Clause 1.1 Add/Amend the following definitions as indicated below:

**Additional Client:** as defined in the Framework Agreement.

**Agreement:** after 'Articles of Agreement' in line 1 insert '(including the Appendices)'

**Associated Person:** a person (including an employee, agent or subsidiary) who performs services for or on the Contractor's behalf.

**Beneficiary:** means any Stakeholder and/or Interested Party.

**Conditions:** after 'these Conditions' insert '(as amended by the Appendix 1 – Schedule of Amendments)'

**Consents:** the planning permissions referred to in the Employer's Requirements or any other planning permissions relating to the Works, approval of reserved matters and all details pursuant thereto, building regulation approval, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to the Statutory Requirements or otherwise to the carrying out of the Works and if they are destroyed or damaged, the reinstatement of the Works.

**Contractor's Design Documents:** all drawings plans models specifications reports calculations charts diagrams sketches (including without limitation any such items retained on or in any computer software or other electronic medium) and other works prepared conceived or developed by or on behalf of the Contractor (including by any of the Sub-Contractors) in the course of or as a result of carrying out the Works whether in existence or to be made or produced and including all amendments additions and all designs ideas concepts and inventions contained in them, and includes any health & safety related documents prepared by the Contractor whether as the Principal Designer or otherwise.

**Deleterious Materials:** any products or materials which:

1. do not conform with British Standards (where appropriate) or Codes of Practice (or where no such standard exists do not conform with a British Board of Agrément Certificate); and/or
2. are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; and/or
3. do not comply with the guidance set out in the 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices; and/or
4. are specifically prohibited by this Contract.

**Dispute Board:** as defined in the Framework Agreement

**Interface Dispute:** where the Contractor and an Other Contractor are operating on the Site concurrently at any given time and there arises a circumstance/circumstances where the Contractor and/or the Other Contractor (or any sub-contractors appointed

by either of them) has suffered or claims to have suffered delay, disruption, loss or damage as a direct or indirect result of:

- (i) any breach by the other contractor of its obligations under Appendix 6; or
- (ii) any breach by the other contractor of its like obligations pursuant to its contract with the Employer in respect of the overall project.

**Group Company:** any subsidiary or holding company of the Employer or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006.

**Notice of Completion of Making Good:** see clause 2.35.

**Other Contractor:** any other contractor appointed by the Employer from time to time to carry out works in connection with component elements and/or facilities at the Site.

**Professional Team:** the professional consultants engaged by the Employer from time to time in connection with the Works and notified in writing to the Contractor.

**Required Standard:** all the reasonable skill, care and diligence to be expected of a properly qualified and competent architect or other professional designer of the relevant discipline experienced in the design of works of a similar size, scope, value, purpose and complexity as the Works.

**Site:** the site at [REDACTED].

**Stakeholder:** as defined in the Framework Agreement.

**Statutory Agreements:** an agreement pursuant to section 38 and/or 278 Highways Act 1980 and/or an agreement pursuant to section 104 Water Industry Act 1991 and/or an agreement pursuant to section 106 Town and Country Planning Act 1990 and/or section III Local Government Act 1972.

**Sub-Contractors:** those sub-contractors/sub-consultants with material design responsibility engaged or to be engaged (including any replacements) in respect of the Works, and reference to a 'Sub-Contractor' means any one of them.

**Targets:** as defined in the Framework Agreement.

**Third Party Agreements:** any and all agreements relating to or affecting the Works or the completed Works (including the execution of the Works and their design) or any part of the Works which have been entered into by the Employer and/or any Group Company before the date of this Contract and disclosed to the Contractor on or before the date of this Contract including any agreements referred to as such in the Employer's Requirements and any agreements for lease or such other agreements entered into pursuant to clause 2.39.3.

**Works:** at the end of the definition insert: "and for the avoidance of doubt including any design adopted by the Contractor or prepared by or on behalf of the Contractor"

Clause 1.4 At the end of clause 1.4.5 delete 'and'.

At the end of clause 1.4.6 delete '.' and insert '; and'

Add a new clause 1.4.7:

'references to 'include(s)', 'in particular' or 'including' shall be deemed to have the words 'without limitation' following them.'



- Clause 1.6 Delete clause 1.6 and replace with:
- 'Other than any rights as take effect pursuant to section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.'
- Clause 1.8 Delete the words in clause 1.8.1.1 and insert: 'Not used'.
- Clause 1.9 Delete 'Save as stated in clause 1.8, no' and replace with 'No'.
- Clause 1.11 Amend the clause heading to read: 'Applicable Law'
- At the end of the clause add:
- 'and the courts of England shall have exclusive jurisdiction (including in relation to non-contractual claims) save for the enforcement of any judgment or award of the English courts in another jurisdiction.'
- Clause 1.12 Insert the following new clause 1.12:
- 'Liability period**
- Neither Party shall commence any action or proceedings against the other under this Contract after 12 years from the date of practical completion of the Works and any adjudicator's decision under clause 9.2, other than a decision that has already become finally binding under clause 1.8, shall be finally binding on them unless either Party has referred that dispute for final determination by arbitration or legal proceedings, or has commenced any action or proceedings to recover any overpayment to which the decision has led, before that date. '
- Clause 1.13 Insert the following new clause 1.13:
- 'Entire Agreement**
- This Contract is the entire agreement between the Parties and supersedes and replaces any previous arrangements, understandings and/or agreements between the Parties in respect of its subject matter. In entering into this Contract, the Contractor confirms it has placed no reliance upon any statement, representation or warranty made or given by the Employer which is not set out in this Contract.'
- Clause 1.14 Insert the following new clause 1.14:
- 'Severability**
- If any provision of this Contract is held to be invalid, unlawful or unenforceable to any extent such provision shall not affect the validity, legality or enforceability of the remaining parts of this Contract.'
- Clause 1.15 Insert the following new clause 1.15:
- 'Waiver**
- Failure by the Employer to enforce any provision of this Contract shall not be construed as a waiver of any such provision and does not affect the validity of the whole or any part of the this Contract or create any estoppel or in any other way affect the right of the Employer to enforce any provision in accordance with its terms.'
- Clause 1.16 Insert the following new clause 1.16:
- 'Approvals**

Notwithstanding any other provision of this Contract, the term 'approval', when used in the context of any approval to be given by the Employer or the Employer's Agent, shall mean 'acceptance of general principles only', and no such approval or any consent given by the Employer or the Employer's Agent nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of his obligations or liabilities under this Contract.'

Clause 1.17 Insert the following new clause 1.17:

'All references to arbitration, fluctuations and fluctuation provisions in this Contract (including the relevant definitions in clause 1.1) shall be deemed to be deleted.'

## **Section 2 Carrying out the Works**

Clause 2.1.1 In line 1 after 'workmanlike manner' insert: ', in accordance with good building practice'

In line 3 after: 'for that purpose shall' insert: 'carry out and'

Clause 2.1.2 Delete this clause, and insert 'Not used'.

Clause 2.1.3 Insert at the start of the clause:

'The Contractor shall be responsible for obtaining all statutory consents to enable the Works to be completed in accordance with the Employer's Requirements'

At the end of the clause before '.' insert 'and when requested to do so by the Employer the Contractor shall provide the Employer with evidence that he has complied with all Statutory Requirements and given all notices required by the Statutory Requirements'

Clause 2.1.5 Insert new clause 2.1.5:

'2.1.5.1 The Contractor warrants that it has not used and shall not use and has exercised and shall continue to exercise the standard of skill and care required by clause 2.17.1 to ensure that it has not and shall not specify authorise cause or allow to be used in the works any Deleterious Materials.

2.1.5.2 The Contractor will immediately notify the Employer if it becomes aware of any proposed or actual specification and/or use in the Works of any products and/or materials which do not comply with clause 2.1.5.1.'

Clause 2.1.6 Insert new clause 2.1.6:

'Where the Employer's authorisation or completion of documentation in respect of the Statutory Requirements is required the Contractor shall furnish the relevant documentation to the Employer and permit the Employer a period of 10 Business Days to authorise or complete it.'

Clause 2.2.1 Delete clause 2.2.1 and insert:

'All materials, goods and workmanship used in the execution of the Works shall be of such kinds and of such quality as are necessary to enable the Contractor to comply with his obligations under this Contract.'

Clause 2.2.2 Delete clause 2.2.2 and insert:

'The Contractor shall not make any substitution for any materials goods or workmanship specified or described in the Employer's Requirements or (if not specified or described in the Employer's Requirements) as set out in the Contractor's Proposals or in the specifications revised and returned to the Contractor by the Employer in

accordance with the Contractor's Design Submission Procedure set out in Schedule 1 without the prior consent (not to be unreasonably withheld or delayed) in writing of the Employer.'

Clause 2.3 In line 1 insert 'non-exclusive' before 'possession'.

Clause 2.6.1 After 'execution of such work' insert:

'and for the avoidance of doubt, the Contractor acknowledges that the management of the carrying out of such work by the Employer or the Employer's Persons has been allowed for in the Contract Sum and the Contractor's programme for completing the Works and shall not constitute a Relevant Event or a Relevant Matter.'

Clause 2.7.1 Delete clause 2.7.1 and insert:

'The Contract Documents shall be prepared in duplicate and once completed one set shall remain in the custody of the Employer and the other set shall be returned to the Contractor.'

Clause 2.7.2 In lines 3-4 delete 'one copy, certified on behalf of the Employer, of the Contract Documents, together with'

Clause 2.7.4 In lines 2-3, delete the words: 'in connection with the maintenance, use, repair, advert, letting or sale of the Works' and insert at the end of the clause: 'for the purposes set out in clause 2.38.2.'

Clause 2.9 Delete clause 2.9 and insert:

'The Contractor shall be deemed to have satisfied itself as to the extent of the boundaries comprising the site of the Works and notwithstanding any other provision of this Contract no matter arising from the extent of the boundaries of the site of the Works shall give rise to any adjustment of the Contract Sum or any extension of time (whether under clause 2.25 or otherwise) or to any entitlement on the part of the Contractor to loss and expense (whether under clause 4.20 or otherwise) or to any entitlement on the part of the Contractor to determine his employment under this Contract (whether under clauses 8.9 to 8.12 or otherwise).'

Clause 2.10.1 In lines 2-3 delete the words: 'and such instruction shall be treated as a Change' and insert 'and the Contractor shall comply with such instruction without cost to the Employer'

Clause 2.11 Delete clause 2.11 and insert:

'The Contractor accepts the responsibility for the Employer's Requirements including any design undertaken by or for the Employer that is contained or referred to in those requirements.'

Clause 2.12.1 Delete the words in clause 2.12.1 and insert:

'If any inadequacy is found in any design in the Employer's Requirements the Contractor shall immediately notify the Employer of his proposed amendment to deal with it and the Employer shall either agree the proposed amendment or (subject to compliance with the Statutory Requirements) shall issue an instruction as to how the inadequacy is to be dealt with. In either case the Contractor shall not be entitled to any adjustment to the Contract Sum nor any extension of time.'

Clause 2.12.2 Delete the words in this clause and insert: 'Not used'

Clause 2.13 Delete 'as is referred to in clause 2.12 or any other' and replace with:

'(other than any inadequacy in design)'

Clause 2.14.1 Delete the words in this clause and insert: 'Not used'

Clause 2.14.2 Delete the words in clause 2.14.2 and insert:

'Where there is an inadequacy discrepancy or divergence as referred to in clause 2.13 the Contractor shall immediately notify the Employer of his proposed amendment to deal with it and the Employer shall either agree the proposed amendment or (subject to compliance with the Statutory Requirements) shall issue an instruction as to how it is to be dealt with. In either case the Contractor shall not be entitled to any adjustment to the Contract Sum nor any extension of time.'

Clause 2.15.1 In the second sentence delete 'entirely at his own cost' and insert: 'at no additional cost to the Employer' and delete 'and the Employer shall note the amendment on the Contract Documents'

Clause 2.15.2.1 In line 1 after 'Statutory Requirements' add:

'that could not reasonably have been foreseen by a competent contractor at the Base Date'.

Clause 2.15.2.2 In line 3 after 'Base Date' insert: 'that could not reasonably have been foreseen by a competent contractor at the Base Date,' and in line 5 before '.' insert '**provided always** that any amendment to the Contractor's Proposals necessary for conformity with Building Regulations or for conformity with any requirement or decision of a building control officer and/or fire officer shall not be treated as a Change'

Clause 2.17.1 Delete the words in clause 2.17.1 and insert:

'The Contractor warrants and undertakes to the Employer that:

2.17.1.1 he has exercised and will continue to exercise in the design of the Works the Required Standard;

2.17.1.2 he is responsible for the entire design of the Works including any design contained in the Employer's Requirements, all design contained in the Contractor's Proposals and all design which he prepares or has prepared on his behalf by any of his Sub-Contractors;

2.17.1.3 the design of the Works and of each part of the Works will, when completed, comply with any performance-related requirement included or referred to in the Contract Documents;

2.17.1.4 the various elements of the design of the Works will be properly co-ordinated and integrated, one with another; and

2.17.1.5 the Contractor shall design and construct the Works in compliance with all Consents (including the discharge of any reserved matters in planning consents relating to the Works), Statutory Agreements, Statutory Requirements, relevant codes of practice British Standards and manufacturers recommendations and the requirements of the insurers of the Employer (insofar as details have been provided to the Contractor at the date of this Contract).

Clause 2.21 In the second sentence delete: 'Interim Payment' and insert: 'Gross Valuation in respect of which the Interim Payment due has been paid or discharged'

Clause 2.22	In lines 1-2 delete 'Interim Payment' and insert: 'Gross Valuation in respect of which the Interim Payment due has been paid or discharged'
Clause 2.25.1.2	In line 1 after 'Section' insert: 'has been or'
Clause 2.25.1.3	At the end of clause 2.25.1.1 delete 'and'. At the end of clause 2.25.1.2 delete the comma and replace with ';'.  Insert the following new clause after 2.25.1.2:  '3        and <b>provided that</b> the Contractor has complied with clause 2.25.6;'
Clause 2.25.6.5	At the end of clause 2.25.6.3 delete 'and'. At the end of clause 2.25.6.4 delete the full stop and replace with ';'.  Insert the following new clauses 2.25.6.5 - 2.25.6.7:  '2.25.6.5 (save in respect of clause 2.26.9 and provided, in that case, that the Contractor has complied fully with any obligation to maintain insurance against Specified Perils under this Contract and complied fully with the terms of any policy in respect of those perils) notwithstanding any other provision of this Contract the Contractor shall not be entitled to an extension of time on account of any circumstance arising by reason of any error, omission, negligence breach of contract breach of statutory duty or default of the Contractor or the Contractor's Persons;  2.25.6.6 in estimating any extension of time, any delay caused by a Relevant Event which is concurrent with another delay for which the Contractor is responsible shall not be taken into account; and  2.25.6.7 the Contractor shall use all reasonable endeavours to mitigate the effects of any delay in the progress of the Works.'
Clause 2.26	In line 1, first paragraph, before ':' insert '(but only to the extent that such events are not in any way consequent upon or necessitated by any negligence, omission, error, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons)'
Clause 2.26.1	Insert at the end of this clause: '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.
Clause 2.26.2.1	Delete the words in clause 2.26.2.1 and insert:  'under clause 2.13 in respect of instructions in regard to any inadequacy, discrepancy or divergence in or between any instruction referred to in clause 2.13.3.'
Clause 2.26.2.2	After '3.11' insert: '(subject to the terms of clause 3.11)'
Clause 2.26.2.3	Insert at the end of the clause: 'or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work materials or goods having been shown by a previous inspection or test not to be in accordance with this Contract'
Clause 2.26.5	At the end of clause 2.26.5 insert: 'or clause 8.10.3'
Clause 2.26.7	At the end of the clause before the semi-colon insert:  'provided that the Contractor has given reasonable notice to the Statutory Undertaker of the dates on which the work it is to undertake is required to start and be completed'

	and has used all reasonable endeavours to secure the agreement of the Statutory Undertaker to such dates'.
Clause 2.26.8	Delete the words in clause 2.26.8 and insert:  'where the Met office records in the area nearest the Site indicate weather conditions that are exceptionally adverse for that time of year;'
Clause 2.26.11	At the end of the clause before the semi-colon insert:  'provided that such strike, lockout or local combination of workmen is of a national or regional nature, does not affect the site of the Works alone and is not restricted to the employees of the Contractor or any Sub-Contractor'.
Clause 2.26.12	In line 2 before ';' insert 'which the Contractor could not have reasonably foreseen at the Base Date'
Clause 2.29.3	In line 2 after 'pay or repay' insert: 'or allow'  In line 3 before '.' insert ' <b>provided that</b> the fixing of such later Completion Date shall not invalidate the Employer's notice as to deduction of liquidated and ascertained damages and the payment or repayment of the amounts under this clause shall be limited to the net difference between the amounts deducted and the amounts properly due after the fixing by the Employer of the later completion date. Interest shall not be payable by the Employer on any amounts payable or repayable under this clause 2.29.3'
Clause 2.30	In lines 4-5 delete 'The Contractor shall thereupon give to the Employer' and insert: 'The Employer shall thereupon give to the Contractor'
Clause 2.31	At the end of the clause add:  'provided that the Rectification Period for the Relevant Part shall be deemed to be extended and shall run until the issue by the Employer of the Notice of Making Good in respect of the whole of the Works'.
Clause 2.35A	If, within the relevant Rectification Period, the Works or any Section fail any specialist tests undertaken by a specialist testing consultant appointed by the Employer and such failure is due to any failure of the Contractor to comply with his obligations under this Contract, the cost of any necessary specialist re-testing shall be the responsibility of the Contractor.
Clause 2.38.2	Delete 'Subject to all sums due and payable under this Contract to the Contractor having been paid, the' and insert 'The'.  After 'irrevocable,' in line 2 insert 'assignable, and perpetual'  After 'Employer to' in line 6 insert 'grant sub-licences and shall be transferrable and it shall enable the Employer to'.
Clause 2.38.4	Insert the following new clause:  'The Contractor warrants that the use of the Contractor's Design Documents in connection with the Works will not infringe the rights of any third party. The Contractor shall indemnify the Employer against any costs, damages and expense by reason of any such infringement.'
Clause 2.38.5	Insert the following new clause:

'The Contractor irrevocably waives with immediate effect any rights he may have under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.'

Clause 2.38.6 Insert the following new clause:

'Without affecting any other obligations of the Contractor in respect of the provision of copies of the Contractor's Design Documents the Contractor shall supply to the Employer within 5 Business Days of its request further copies of the Contractor's Design Documents upon payment of the Contractor's reasonable copying charges.'

Clause 2.39 Add a new clause 2.39 as follows:

**'Third Party Agreements**

2.39.1 The Contractor is deemed to have read the Third Party Agreements or relevant extracts provided to the Contractor, and is fully aware of the obligations, risks and liabilities assumed by the Employer under them.

2.39.2 The Contractor shall perform and assume, as part of its obligations under this Contract, the Employer's obligations, liabilities and risks contained within the Third Party Agreements that relate to the carrying out of the Works as if they were expressly referred to in this Contract as obligations, liabilities and risks of the Contractor. The Contractor shall further, perform its obligations in accordance with the requirements of this Contract so that no act or omission by the Contractor or any of the Contractor's Persons or any of its sub-contractors and sub-consultants in relation thereto shall (save as expressly instructed by the Employer) constitute, cause or contribute to any breach by the Employer of any of its respective obligations under the Third Party Agreements.'

Clause 2.40 Insert a new clause 2.40 as follows:

**'Nuisance**

Without prejudice to the generality of clause 6.2 the Contractor shall at all times prevent any public or private nuisance (including any 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 Works or of any obligation pursuant to clauses 2.35 to 2.36. The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim and/or proceedings whatsoever and howsoever resulting from any such nuisance or interference, save only where such nuisance or interference is the consequence of a Change or instruction of the Employer's Agent (which is not itself in any way consequent upon or necessitated by any negligence, error, omission, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons) and which could not have been avoided by the Contractor using all reasonable and practical means.'

Clause 2.41 Insert new clause 2.41 as follows:

'In order to avoid or reduce the occurrence of any delay or disruption to the progress of the Works or the design of it, the Contractor shall liaise with the Employer and/or the Employer's Agent throughout the Contractor's performance of its obligations under this Contract and at all times use all reasonable endeavours to give the Employer and/or the Employer's Agent early warning of the anticipated occurrence of Relevant Events

or Relevant Matters which an experienced contractor, acting competently and diligently, could have foreseen.'

Clause 2.42 Insert new clause 2.42 as follows:

'Without prejudice to the Contractor's obligations under clause 2.40 if the carrying out of the Works or of any obligation pursuant to clauses 2.35 to 2.36 is likely to necessitate any interference with the rights of adjoining or neighbouring landowners tenants or occupiers then the Contractor shall notify the Employer that such is the case. The Contractor shall at all times with the prior approval of the Employer, and shall without cost to the Employer obtain the prior written agreement of such landowner tenants and/or occupiers and such agreement shall be subject to the final approval of the Employer before execution. The Contractor shall notify the Employer prior to communicating and/or liaising with neighbouring landowners tenants or occupiers at all times. The Contractor shall comply in every respect with any conditions contained in such agreement.'

Clause 2.43 Insert new clause 2.43 as follows:

Without prejudice to the obligations of the Contractor under clause 2.40 and 2.42, the Contractor shall at all times ensure that there is no trespass by the Contractor, its servants, agents, sub-contractors, design consultants or suppliers (including without limitation the over sailing of tower crane jibs) on or over any adjoining or neighbouring property arising out of, or in the course of, or caused by the carrying out of the Works and shall take all reasonable safety and other measures to prevent damage or injury to any persons (including but without limitation) the occupiers of adjoining or neighbouring property and members of the public.'

Clause 2.44 Insert new clause 2.44 as follows:

'The Contractor shall not have or make any claim whether in contract or by way of negligent or innocent misrepresentation or otherwise, in respect of information provided or statements made by or on behalf of the Employer in respect of such risks contingencies or circumstances relating to the Site provided that nothing in this clause shall operate to exclude or limit liability for fraud.'

Clause 2.45 Insert new clause 2.45:

'The risk of encountering adverse physical conditions and artificial obstructions during the course of execution of the Works shall be borne by the Contractor and the Contractor shall use his best endeavours to adjust the order and sequence in which he proposes to execute the Works in such a manner as to minimise the effects of delay in, or if possible to avoid altogether any delay in, the progress by the Contractor of the Works. If the Contractor shall have demonstrated to the reasonable satisfaction of the Employer that he has used his best endeavours and delay cannot be avoided by the Contractor the Contractor shall be entitled to make a claim for extension of time under Clause 2.24 but shall not be entitled to claim additional payment or any additional cost incurred.'

Clause 2.46 Insert new clause 2.46:

'Subject to Clause 2.45, the Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before the date of this Contract or commencing the Works (whichever is the earlier) as to the nature of the ground, the sub-surface conditions and sub-soil, the form and nature of the Site, the extent, nature and difficulty of the work and materials necessary for the completion of the Works, the means of communication with and restrictions of access to the Site,



the accommodation he may require, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Works. The Contractor shall not be entitled to any extension of time or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter, nor shall the Contractor be released from any of the risks accepted or obligations undertaken by him under this Contract on the ground that he did not or could not have foreseen any matter which might affect for have affected the execution of the Works.'

Clause 2.47 Insert new clause 2.47:

'Without limitation to Clause 2.46, in the inspection of the Site the Contractor will be deemed to have determined the position of any obstructions and all underground and over-ground services and drainage and the Contract Sum shall be deemed to be inclusive of all costs which may be incurred in carrying out any diversions of the underground and over-ground services and/or drainage and the costs of the Contractor's operations in the vicinity of any such services (unless otherwise provided for in the Employer's Requirements). Liaison with and obtaining the agreement of any public or Statutory Authority in this respect is the sole responsibility of the Contractor (unless otherwise provided for in the Employer's Requirements).'

Clause 2.48 Insert new clause 2.48 as follows:

'2.48.1 Without prejudice to the requirements of clauses 2.45 to 2.47 inclusive, the Employer gives no warranty or representation as to:

2.48.1.1 subject always to clause 2.44, the condition of the Site or any adjoining property or any services in or under the Site; or

2.48.1.2 the accuracy or sufficiency of any surveys, tests or investigations and/or any soils or survey data contained in any document made available to the Contractor by the Employer or on the Employer's behalf or any recommendations or conclusions made or reached in any such document.

2.48.2 The Contractor shall ensure that all necessary tests, surveys and investigations are carried out and that the design takes their requirements into account.'

### **Section 3 Control of the Works**

Clause 3.4 In line 2 after 'Design and Build Sub-Contract' insert:

'or such other form of sub-contract approved by the Employer and the Contractor shall provide a copy of that different form of sub-contract to the Employer'.

Clause 3.4.1 In line 1 before 'the sub-contractor's employment' insert: 'subject to clause 8.7.2.3'

Clause 3.4.2.8 Insert new clause 3.4.2.8:

'for provisions which comply with the requirements of clause 8.6.4;'

Clause 3.5 Delete ', save that where an instruction requires a Change of the type referred to in clause 5.1.2 the Contractor need not comply to the extent that he notifies a reasonable objection to it to the Employer'.

Clause 3.6 In line 5 delete 'and an appropriate deduction shall be made from the Contract Sum' and insert: 'which amount may be deducted by him from any sums due or to become

due to the Contractor under this Contract or may be recoverable from the Contractor by the Employer as a debt'

Clause 3.9.1 Delete from ', subject to clause 3.9.4' to the end of the clause.

Clause 3.9.2 Delete the words in this clause and insert: 'Not used'.

Clause 3.13.1 In line 1 after 'removal from the site' insert 'or rectification'

Clause 3.17 Insert new clause 3.17:

#### **'Interface**

Where the programme for the Works requires the Contractor and an Other Contractor to be on the site of the Works concurrently at any given time, the Contractor undertakes to the Employer that it shall co-operate and liaise with the Other Contractor in respect of the Works and the project as a whole and the Contractor shall comply with all of its requirements in Appendix 6 of this Contract.'

### **Section 4 Payment**

Clause 4.2.2 In line 3 after 4.13.3 add: 'and any other provision in this Contract which allows for deductions'

Clause 4.2.3 Delete the words in this clause and insert: 'Not used.'

Clause 4.4 Insert new clause 4.4.3 as follows:

"The parties agree that the Employer is the "End User" of the Works for the purposes of The Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) order 2019. This is in respect of the reverse charge for building and construction services."

Clause 4.9.1 In line 1 delete '14 days' and insert: '28 days'

Insert at the end of this clause:

'or the receipt by the Employer of a VAT invoice from the Contractor, whichever shall be the later'

Clause 4.9.6 At the end of the clause insert 'The Contractor confirms that the interest paid pursuant to this clause is a substantial remedy for late payment in compliance with section 9 The Late Payment of Commercial Debts (Interest) Act 1998.'

Clause 4.10.4 Delete the words in clause 4.10.4 and substitute the following:

'Any right of the Employer to deduct or set off any amount (whether arising under any provision of this Contract or under any rule of law or equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies include or consist of any Retention.'

Clause 4.11.1 In line 4 before: 'his obligations' insert: 'any or all of'

Clause 4.11.3 Delete 'or on request' in line 2.

Clause 4.12.1.4 In line 4 before 'and they are not on the Works prematurely' insert ', the Contractor has complied with clause 2.21'

Clause 4.15.2 Delete 'reasonable' in line 1.

Clause 4.15.2.1	Delete 'and'
Clause 4.15.2.2	At the end of the clause add '; and'
Clause 4.15.2.3	Add a new clause 4.15.2.3:  'such Listed Items are complete and ready for incorporation in the Works'.
Clause 4.16	Delete and replace with:  'With regard to the Retention, which the Employer may deduct and retain as referred to in clause 4.7.2.1 the Employer shall be:  4.16.1 under no fiduciary obligation to the Contractor or any third party;  4.16.2 under no obligation to set aside in a separate bank account any amount representing the Retention; and  4.16.3 entitled to the full beneficial interest in any interest accruing on the Retention and shall be under no obligation to account to the Contractor for any such interest.'
Clause 4.17.3	In line 2 delete 'and 4.16' and insert ', 4.16 and 4.18'  In line 3 after 'issued after the date of failure' insert ' <b>provided that</b> the Retention Percentage shall be calculated in relation to the amount of all the Interim Payments made rather than the total amount included under clause 4.13.1 or 4.14.1 in any Interim Payment'
Clause 4.18	In line 1 delete 'During' and insert 'Subject to clause 4.17.3 where applicable, during'
Clause 4.18.2.1	In line 2 before ';' insert 'or for which the drawings and other information referred to in clause 2.37 have not been provided to the Employer'
Clause 4.18.3	In line 2 after 'practical completion' insert 'and for which the drawings and other information referred to in clause 2.37 have been provided to the Employer'
Clause 4.19.1	In line 1 delete 'If' and insert: 'Subject to clause 4.19.4 and clause 2.41.2, if'.  At the end of the last sentence in the clause insert: 'provided that he has made reasonable and proper efforts to avoid or reduce such loss and expense'
Clause 4.19.3	Insert new clause 4.19.3:  'Any direct loss and/or expense resulting from any delay in the regular progress of the Works or any part of the Works where such delay is caused by a matter or matters referred to in clause 4.19 which is concurrent with another delay for which the Contractor is responsible shall not be taken into account.'
Clause 4.19.4	Insert new clause 4.19.4:  'Notwithstanding any other provision of this clause 4.19 and clause 4.21, the Contractor shall not become entitled to the addition of any amount to the Contract Sum or to any other payment (other than any amount which is recovered by the Employer under any policy of insurance maintained in accordance with this Contract) in respect of any costs, loss or expense incurred in any way by any negligence, error, omission, default, breach of contract or breach of statutory duty of the Contractor, or the Contractor's Persons or of any of their employees or agents.'

Clause 4.20.1	Insert at the end of this clause '(except to the extent that the Contractor has planned, programmed and priced work for the same)'.
Clause 4.21.2.2	In line 2 after 'or test' insert 'or series of inspections or tests'  At the end of clause before ';' insert 'or unless the inspection or test was reasonably required as a result of a previous inspection or test or series thereof'
Clause 4.21.3	Delete the words in this clause and insert: 'Not used'.
Clause 4.21.4	Delete the words in this clause and insert: 'Not used.'
<b>Section 5</b>	<b>Changes</b>
Clause 5.1.2.3	Delete 'or' from the end of the clause
Clause 5.1.2.4	Delete '.' from the end of the clause and insert ';
Clause 5.1.2.6	Insert new clause 5.1.2.6:  'without prejudice to the rest of this clause 5.1, an instruction from the Employer pursuant to clause 2.39.3, or'
Clause 5.6	Insert at the end of this clause:  'provided always that the substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons'
Clause 5.8	Insert new clause 5.8:  'The Contractor agrees that the fixed price included in the Contract Sum for preliminaries and for special and general attendances shall not be subject to adjustment (and no claim on account thereof shall be made against the Employer whether under this Contract or otherwise) following an instruction to expend a Provisional Sum, except where the Provisional Sum in question is omitted in whole or in part or there is a material alteration to the overall nature and/or scope of the Works.'
Clause 5.9	Insert new clause 5.9:  'The Contractor shall not be entitled to claim any extra payment from the Employer (including loss and/or expense under clause 4.20) where and to the extent that the circumstances giving rise to a Change or the expenditure of a Provisional Sum shall be on account of any circumstance arising by reason of any error, omission, negligence breach of contract breach of statutory duty or default of the Contractor or the Contractor's Persons.'
Clause 5.10	Insert new clause 5.10:  'Subject to clause 5.8, valuations of additional or substituted work shall not change the amount included in the Contract Sum under the heading Preliminaries unless it can be shown that the change directly affects the assumptions made or which ought reasonably to have been made by the Contractor in preparing his tender.'
Clause 5.11	Insert new clause 5.11:  'The allowance for profit and overheads within the Contract Sum Analysis shall be adjusted pro rata to the value of any additional or substituted work.'

## **Section 6                      Injury to Persons and Property**

Clause 6.1                      After 'Works' in line 3 insert:

'or any obligation pursuant to clause 2.35 or out of the presence on site of any person or persons for any other reason'

Clause 6.2                      After 'Works' in line 4 insert:

'or any obligation pursuant to clause 2.35'

In line 5 delete 'or any Contractor's Person' and insert: 'or out of the presence on site of any person or persons for any reason whatsoever'

Clause 6.4.1                      After 'effect and maintain insurance' insert:

'(with reputable insurers based in the UK and approved by the Employer (such approval not to be unreasonably withheld or delayed) and with the name of the Employer shown as an additional insured)'

Clause 6.4.1.2                      After 'clause 6.4.1' in line 5 insert 'and unlimited for the number of occurrences during the period of insurance.'

Clause 6.4.4                      Insert new clause 6.4.4:

'The Contractor shall not do or permit or suffer to be done upon the Site or any part of the Site any act or thing which may vitiate any policy or policies of insurance effected by the Contractor or (insofar as they have been notified to the Contractor) any policy or policies of insurance effected by the Contractor or (insofar as they have been notified to the Contractor) any policy or policies of insurance effected by the Employer.'

Clause 6.4.5                      Insert new clause 6.4.5:

'The Contractor shall not permit any variation of insurance cover effected pursuant to clause 6.4.1 without the prior written approval of the Employer and shall immediately notify the Employer of any endorsements or other amendments to the relevant policies received from the insurers.'

Clause 6.7.1                      Insert at the end of the clause: 'Option A, B or C whichever is applicable shall not affect the responsibility of the Contractor under this Contract for any loss or damage not covered by any Joint Names Policy.'

Clause 6.15                      Delete clause 6.15 and insert:

6.15.1                      The Contractor shall effect and maintain professional indemnity insurance in the sum and on the basis set out in the Contract Particulars without unusual or onerous conditions or excesses with reputable insurers carrying on business in the UK.

6.15.2                      The Contractor undertakes to provide to the Employer on demand from time to time such evidence as the Employer may reasonably require to satisfy himself that the insurance required by clause 6.15.1 is being maintained.

6.15.3                      The Contractor shall inform the Employer if the insurance required by clause 6.15.1 is not maintained or renewed or for any reason becomes void or unenforceable or ceases to be available at commercially reasonable rates and terms and shall agree with the Employer the best means of protecting the Contractor and the Employer's respective interests and carry out such actions as shall be necessary to implement any agreed actions.

- 6.15.4 The Contractor shall not, without first notifying the Employer:
- .1 settle or compromise any claim with the insurer that relates to a claim by the Employer against the Contractor; or
  - .2 by any act or omission lose or affect the Contractor's right to make, or
- proceed with, that claim against the insurers.
- 6.15.5 The above obligations shall continue notwithstanding termination of this Contract or determination of the Contractor's employment under this Contract in either case for any reason whatsoever.'

Clause 6.16 Delete the words in this clause and insert: 'Not used.'

Clause 6.16A Insert new clause 6.16A:

**Sub-Contractors' professional indemnity insurance**

'The Contractor shall procure that the Sub-Contractors shall maintain professional indemnity insurance in accordance with the required form of sub-contractors deeds of collateral warranties approved by the Employer, or at such levels as approved by the Employer in advance. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of the relevant Sub-Contractor), the Contractor shall procure and shall send to the Employer evidence that the relevant Sub-Contractor insurance referred to in this clause is in force, including, if required by the Employer, an original letter from the relevant Sub-Contractor's insurers or brokers confirming:

- .1 the Sub-Contractor's then current insurance, as referred to in this clause; and
- .2 that the premiums for that insurance have been paid in full at the date of that letter.'

**Section 7 Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties**

Clause 7.1 Delete and replace with:

- '7.1.1 The Employer may assign or otherwise transfer the benefit of this Contract to any person taking an interest in the Works or the completed Works or the Site. In this Contract the term 'Employer' shall be construed accordingly.
- 7.1.2 Without prejudice to clause 7.1.1 the Employer may charge or assign by way of security the benefit of this Contract to any Funder (and the Funder may reassign the benefit of this Contract on the redemption of that security).
- 7.1.3 The Employer shall notify the Contractor of any assignment within 10 Business Days. If the Employer fails to do so the assignment shall still be valid.
- 7.1.4 The Contractor shall not contend that any person to whom the benefit of this Contract is assigned under this clause 7.1 may not recover any sum under this Contract because that person is an assignee and not a named party to this Contract.
- 7.1.5 The Contractor shall not assign or charge the benefit of this Contract or any right arising under is without the Employer's prior written consent, which the Employer may withhold at its absolute discretion.

Clause 7.2 Delete the words in this clause and insert: 'Not used.'

Clause 7.3.3 Delete the words in this clause and insert:

'If the Contractor does not comply with clauses 7.3.1 or 7.3.2, the Employer may deduct £[SUM] from the Contract Sum or the sum that would otherwise be due to the Contractor, until the Contractor complies with these clauses.'

Clause 7.4 In line after 'the Contractor' insert: ', sub-consultants,'

Clause 7A Delete the sub-heading and words in this clause and insert:

**'Rights for Beneficiaries**

.1 Where the Rights Particulars state that the Contractor shall confer third party rights on a Beneficiary under Appendix 4 of this Contract, those rights shall vest in that Beneficiary on the date of receipt by the Contractor of the Employer's notice to that effect, state the name of the Beneficiary and the nature of his interest in the Works.

.2 Where third party rights under Appendix 4 of this Contract have vested in a Beneficiary, the Employer and the Contractor shall not be entitled without the consent of the Beneficiary to amend or vary the express provisions of this clause 7A or Appendix 4 but, subject thereto, the rights of the Employer or and/or the Contractor:

- .1 to terminate the Contractor's employment under this Contract (whether under section 8 or otherwise), or to agree to rescind this Contract;
- .2 to agree to amend or otherwise vary or to waive any terms of this Contract;
- .3 to agree to settle any dispute or other matter arising out of or in connection with this Contract, in each case in or on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any Beneficiary.

Clause 7E Delete and replace with:

**'Collateral Warranties: Sub-Contractors**

Where the Rights Particulars requires the Sub-Contractor to provide collateral warranties in favour of the Beneficiaries, the Contractor shall within 21 days from the Employer's request deliver the collateral warranty validly executed by the Sub-Contractor (and where applicable the Contractor) accompanied by a copy of the relevant completed sub-contract. The form of warranty shall be that set out in Appendix 5 of this Contract subject only to any reasonable amendments as the relevant beneficiary may agree.'

**Section 8 Termination**

Clause 8.4.1.3 After 'remove' in line 2 insert:

'or rectify'

Clause 8.4.1.6 Insert new clause 8.4.1.6:

'fails to provide a performance bond and/or a parent company guarantee as required by clause 7.3'

- Clause 8.5.3.3 After 'the Employer may' in line 1 insert:  
' , at the Contractor's expense'
- Clause 8.5.4 Insert new clause 8.5.4:  
  
'Ownership in all existing Contractor's Design Documents and other physical embodiments of designs relating to the Works shall transfer from the Contractor to the Employer immediately prior to the Contractor becoming Insolvent.'
- Clause 8.7 Delete at the end of line 1, '8.6' and replace with '8.6A'
- Clause 8.7.2 After 'the Contractor shall' in line 1 insert:  
  
'at the Contractor's expense'
- Clause 8.7.2.2 After 'prepared' in line 1 insert:  
  
'and all other documents which the Employer considers are necessary to carry out and complete the Works'.
- Clause 8.7.4 Insert at the end of the clause '**provided that** if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of clause 8.7.4 the Employer shall be deemed to have paid the same amount to procure the completion of the outstanding Works under clause 8.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract.'
- Clause 8.7.6 Insert new clause 8.7.6:  
  
'Notwithstanding that the validity of any such termination may be disputed by the Contractor the Contractor shall vacate the site and shall immediately deliver possession of the site and the Works to the Employer.'
- Clause 8.7.7 Insert new clause 8.7.7:  
  
'The Contractor shall deliver to the Employer copies of the Contractor's Design Documents, plans, drawings, documents, schedules, specifications and the like relating to the Works in its possession and/or control within 7 days.'
- Clause 8.9.1.2 Delete the words in this clause and insert: 'Not used.'
- Clause 8.10.1 In line 1 after 'notice to the Employer' insert: 'or the Employer may by notice to the Contractor'.
- Clause 8.10.3 Insert at the end of the clause: 'and an extension of time for completion shall be given under clause 2.25 equal to the period of suspension.'
- Clause 8.13 Insert new clause 8.13:  
  
'Notwithstanding any other provision of this Contract and subject always to clause 14.5 of the Framework Agreement, this Contract terminates upon termination of the Framework Agreement pursuant to clause 14 of the Framework Agreement
- Section 9 Settlement of Disputes**
- Clause 9.1A Insert new clause 9.1A:  
  
'1 As soon as a Party is aware of any dispute or difference in connection with this Contract it shall give notice to the other and convene a meeting at which both



Parties shall make constructive proposals in seeking to achieve an agreed solution and thereafter in accordance with the Problem Solving Hierarchy annexed at Appendix 8G of the Framework Agreement.

- .2 If any dispute or difference is not resolved in accordance with Clause 9.1A.1, then the Parties may escalate to the next stage in the Problem Solving Hierarchy and refer it to conciliation in accordance with the procedure stated in the Framework Agreement and Part 1 of Appendix 4 of the Framework Agreement or to a Dispute Board (if appointed pursuant to the Framework Agreement) or to mediation in accordance with Clause 9.1 or to any other dispute resolution as agreed.'

Clause 9.2 Delete and insert:

'If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, such a referral shall be made in accordance with the procedure stated in the Framework Agreement and Part 2 of Appendix 4 of the Framework Agreement.'

Clause 9.3 Delete and insert:

'Any difference or dispute that it not resolved in accordance with Clauses 9.1A, 9.1 or 9.2 may be referred by either Party to the courts stated in the Framework Agreement or, if the Framework Agreement so provides, to one or three arbitrators as stated in the Framework Agreement who in the absence of other agreement shall be appointed by the body stated in the Framework Agreement and who shall conduct such arbitration in the location and in accordance with the rules stated in the Framework Agreement and Part 3 of Appendix 4 of the Framework Agreement.'

Clause 9.4 Delete and insert 'Not used'

**Schedule 7      Fluctuations Options**

Delete this schedule and insert 'Not used'.

**Appendix 2**  
**Performance Bond**

**Appendix 3**  
**Parent Company Guarantee**

## Appendix 4 Third Party Rights

1. The Contractor warrants to the Beneficiary that:
  - 1.1 it has performed and complied, and shall continue to comply, with its obligations under the Contract, including its obligations to carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations;
  - 1.2 it has complied with any Act of Parliament, regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over the Works; and
  - 1.3 it has exercised and shall continue to exercise the standard of skill and care required by Clause 2.17 of the Contract:
    - (a) when performing any design for the Works;
    - (b) when complying with Clause 2.1.5 of the Contract in respect of the specification or use of materials; and
    - (c) shall ensure that the Works comply with all planning agreements, permissions and conditions, where applicable.
2. The Contractor shall have no greater liability (excluding rights of set off and counterclaim) under this schedule than it would have done if, in lieu of this schedule the Beneficiary had been named as employer jointly with the Employer in the Contract. The Contractor shall be entitled to raise the same defences to any claim against the Beneficiary under this schedule, as it would have available under the Contract.
3. The Contractor's duties or liabilities under this schedule shall not be negated or diminished by any approval or inspection of the Site and/or the Works by or on behalf of the Beneficiary.
4. The Contractor grants to the Beneficiary a licence on the same terms as Clause 2.38 of the Contract and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Contractor shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Contractor's Design Documents for any purpose other than that for which the same were prepared by or for the Contractor.
5. The Contractor shall comply with Clause 6.15 of the Contract, and shall provide the Beneficiary documentary evidence that the professional indemnity insurance is in place, following a request from the Beneficiary (acting reasonably).
6. The Beneficiary may not commence any legal action against the Contractor under this schedule after 12 years from the completion of the Works.
7. The Beneficiary may assign the benefit of this schedule (without the Contractor's consent) on two occasions to any person with an interest in the Site and/or the Works. Further assignments are subject to the Contractor's consent (not to be unreasonably withheld or delayed).
8. Where the Beneficiary is [REDACTED]<sup>2</sup> paragraphs 8.1 to 11 shall apply:
  - 8.1 The Contractor shall not exercise, or seek to exercise, any right to:
    - (a) terminate its employment under the Contract; or

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<sup>2</sup> To be confirmed which parties are to have the right to step in

- (b) discontinue the performance of the Services;

for any reason (including any breach on the part of the Employer) without giving the Beneficiary at least 21 days' written notice of its intention to do so and the basis for this. Any notice from the Contractor shall specify the grounds for the Contractor's proposed termination or discontinuance.

- 8.2 If the Contract allows the Contractor a shorter notice period for the exercise of a right referred to in paragraph 8.1, the notice period in the Contract shall be extended to take account of the notice period required under paragraph 8.1.
- 8.3 The Contractor's right to terminate its employment under the Contract, or to discontinue performance of the Services, shall cease if, within the period referred to in paragraph 8.1, the Beneficiary gives notice to the Contractor, copied to the Employer:
  - (a) requiring the Contractor not to terminate its employment or not to discontinue the performance of the Services under this Contract;
  - (b) acknowledging that the Beneficiary (or its nominee) will assume all the Employer's obligations under this Contract; and
  - (c) undertaking that the Beneficiary or its nominee will pay to the Contractor:
    - (i) any sums due and payable to the Contractor under this Contract in future; and
    - (ii) any sums then due and payable to the Contractor under this Contract that are unpaid.
- 8.4 If the Beneficiary (or its nominee) serves notice on the Contractor under paragraph 8.3, then, from the date of service of the notice, this Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (to the exclusion of the Employer).
- 8.5 In complying with this paragraph 8, the Contractor:
  - (a) does not waive any breach of this Contract or default under this Contract by the Employer; and
  - (b) may exercise its right to terminate its employment under this Contract, or discontinue the performance of the Services, after the expiry of the notice period referred to in paragraph 8.1, unless the Contractor's right to terminate or discontinue has ceased under paragraph 8.3.

## 9.

- 9.1 Without affecting paragraph 8.1, if the Beneficiary serves a notice on the Contractor, copied to the Employer, that:
  - (a) confirms that the Beneficiary wishes to step-in to the Contract; and
  - (b) complies with the requirements under paragraphs 8.3(b) and 8.3(c);

then, from the date of service of the notice, the Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (or its nominee) to the exclusion of the Employer.

- 9.2 The Contractor shall assume that, between the Employer and the Beneficiary, the Beneficiary may give notice under paragraph 9.1. The Contractor shall not enquire whether the Beneficiary is entitled to give that notice.
- 9.3 In complying with this paragraph 9, the Contractor does not waive any breach of the Contract or default under the Contract by the Employer.

10. The Contractor shall not incur any liability to the Employer by acting in accordance with paragraph 8 or paragraph 9.
11. If a Beneficiary's notice under paragraph 8 or paragraph 9 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Contractor from the Beneficiary's nominee.
12. Unless the Beneficiary has stepped-in under paragraph 8 or paragraph 9, the Beneficiary may not give instructions to the Contractor under this Appendix 4.
13. Any notice to be given by the Contractor or the Beneficiary (as applicable) under this schedule shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the Contractor's place of business, and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.
14. This schedule shall be read and construed in accordance with the laws of England. The Contractor and the Beneficiary irrevocably agree that the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).

**Appendix 5**  
**Sub-Contractor Warranty**

## **Appendix 6**

### **Interface Protocol**

#### 1.1

- (a) The Contractor performing its obligations pursuant to the Contract and in carrying out the Works:
- (i) acknowledges that the Other Contractor and its sub-contractors will undertake works at the Site during the course of the Works and that in carrying out its works the Contractor shall not hinder the work of the Other Contractor and its sub-contractors, and shall act in good faith towards the same;
  - (ii) acknowledges the role of the Employer's Agent in facilitating the co-operation and integration of the works on Site and in relation to these interface obligations;
  - (iii) shall, in performing its obligations under the Contract, do so in light of this Appendix 6, the Programme, and in such a way as to enable the Other Contractor to comply with its contract in so far as the relevant obligations have been communicated to the Contractor by the Employer's Agent or the Other Contractor, and/or the Contractor is aware of the role, responsibility and obligations of the Other Contractor under its contract from the contractual meetings attended by the Contractor and the Other Contractor or from such other meetings convened pursuant to this Appendix 6;
  - (iv) shall co-operate, liaise and work with the Employer's Agent and the Other Contractor in order to deliver a successful outcome to the project and, so as to achieve this, the Contractor and the Other Contractor shall provide to each other all necessary information and assistance in a timely manner, co-ordinate their activities, construction, traffic management, distribution of men and material and welfare on the Site;
  - (v) shall fully co-operate and liaise directly with the Employer's Agent with the view to averting or minimising disruption to the works and/or any of the services and/or works undertaken or to be undertaken by others for the project;
  - (vi) the Contractor shall provide early warning of any issues to the Employer's Agent, and the Contractor shall provide notice of any potential disruption or delay or any actual delay to the progress of the works that affect the works of the Other Contractor, and shall notify the Employer's Agent immediately;
  - (vii) no matter arising from any of the restrictions/issues and/or obligations as referred to in this Appendix 6 whether arising directly and/or indirectly as a result of any such matter, nor any instructions that the Employer's Agent acting reasonably may issue consequent upon any such matters, shall give rise to: any adjustment of the Contract Sum and/or any entitlement on the part of the Contractor to loss and/or expense; nor any entitlement to an extension of time; the Contractor being deemed to have allowed for and shall allow, for the purposes of the Contract, for all such matters within the Contract Sum and Programme from time to time;
  - (viii) the Contractor agrees to indemnify the Employer against any losses or damages Incurred as a result of breach of this Appendix 6 and/or as a result of any damage caused by it to the works of the Other Contractor. For the avoidance of doubt, such indemnity shall cover any acceleration costs incurred by the Employer in mitigating the effect of any delay to the programme, kept updated by the Employer's Agent from time to time for the project.



## 1.2 Coordinating the interface

- (a) The Contractor shall agree the following with the Other Contractor and the Employer's Agent:
  - (i) [Weekly minuted coordination meetings;
  - (ii) Sharing of welfare facilities;
  - (iii) Sharing of erected external scaffolding /crane/ hoist during erected period;
  - (iv) Planning of deliveries to site and coordination of vehicle stacking around site locale;
  - (v) Planning of materials storage around site and use of hoist;
  - (vi) Planning of waste removal and skip locations;
  - (vii) Planning of access around site and permitted areas; and
  - (viii) Health and Safety responsibilities on each section and whole site]

## 1.3 Access

- (a) The Employer's Agent, the Contractor and the Other Contractor (acting reasonably) shall agree an access regime which shall describe the extent and location of and other relevant matters relating to (without limitation) any works, outstanding works to be completed, access, delivery of materials or use (including programme and arrangements for the co-ordination of activities on site of the project) before and/or during work to be undertaken by the Contractor. Such access regime once agreed between the parties (including any revisions to this) is the **'Access Regime'** for the project.
- (b) The Contractor shall:
  - (i) prepare and agree with the Employer's Agent (both acting reasonably) a schedule of condition for the areas to which such access or use will be given to the Employer's Agent and/or the Other Contractor;
  - (ii) ensure that its subcontractors and/or employees comply with the Access Regime, and shall promptly notify the Employer's Agent if at any time it considers that the Other Contractor or anyone else fails to comply with the Access Regime; and
  - (iii) shall not agree or impose an Access Regime without notifying the Employer's Agent which would or is likely to delay or disrupt the carrying out and completion of the Works, or the works of the Other Contractor and/or any other subcontractor of the Employer.

## 1.4 Dispute resolution

- (a) In the event of an Interface Dispute under this Appendix 6 the Contractor shall use all reasonable endeavours to resolve the dispute through discussions and negotiations with the Other Contractor.
- (b) If the Contractor and the Other Contractor are unable to reach agreement pursuant to paragraph 1.4(a) in relation to an Interface Dispute, the problem solving and dispute resolution provisions of the Contract shall apply.

**DATE**

**20[ ]**

- (1) **Guarantor**
- (2) **Beneficiary**

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**Parent company guarantee**

**Relating to the design, supply and  
installation of artificial grass  
pitches**

**at [ ]**

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## PARTIES

- (1) [ ] (registration number [ ]) whose registered office is at [ ] (the **Guarantor**)
- (2) [ ] (registration number [ ]) whose registered office is at [ ] (the **Beneficiary**)

## INTRODUCTION

- (A) The Beneficiary, along with others has entered into a framework agreement with the Contractor (defined below) for the design and construction of artificial grass pitches (the **Project**) dated [ ] ('**Framework Agreement**'). Pursuant to this Framework Agreement, the Beneficiary has entered into a Contract with the Contractor.
- (B) The Guarantor has agreed to guarantee the due performance of the Contract by the Contractor in the manner set out in this guarantee and pursuant to Clause 7.2.2 of the Contract.

## OPERATIVE CLAUSES

### 1. Definitions

In this guarantee the following terms have the following meanings:

**Beneficiary** is the Employer under the Contract, and shall include successors and permitted assigns,

**Contract** means the JCT DB 2016 with project specific amendments entered into by the Beneficiary with the Contractor dated [ ]

**Contractor** means [ ],

**Insolvency Event** means the winding-up, liquidation, receivership, administration, voluntary arrangement or other composition with creditors, (or any event analogous to any of them),

**Obligations** means the obligations, duties, undertakings and covenants of the Contractor contained in the Contract.

### 2. Consideration

In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Guarantor (receipt of which the Guarantor hereby acknowledges) the Guarantor covenants with the Beneficiary as set out in this Guarantee.

### 3. Guarantee

3.1 The Guarantor (as primary obligor and not merely as surety) irrevocably and unconditionally guarantees:

- (a) the due and proper performance of the Contract by the Contractor;
- (b) the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the Contractor contained in the Contract and to be observed and performed by the Contractor.

### 4. Guarantors' obligations

4.1 In the event of the Contractor failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions required under the Contract (unless relieved from the performance of any part of the Contract by statute or by written agreement of the Beneficiary or by the decision of a court or tribunal of competent jurisdiction) or if the appointment of the Contractor

under the Contract is terminated by operation of [clause 14 of the Framework Agreement] or [Clause 8.4 and Clause 8.5] under the Contract (as applicable) then, notwithstanding any objection that may be raised by the Contractor or the Guarantor, the Guarantor shall:

- (a) on receipt of a written demand which complies with clause 8, be liable for and shall indemnify the Beneficiary against all proven losses, damages, costs and expenses which the Beneficiary may incur by reason or in consequence of any such failure to carry out observe or perform on the part of the Contractor under the Contract or in consequence of such termination, and/or
- (b) carry out, observe and perform the obligations and duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdictions) in substitution for the Contractor.

## **5. Waiver of defences**

The Guarantor shall not be discharged or released from this guarantee and the Guarantor's liability shall not be reduced by the occurrence of any one or more of the following:

- 5.1 any alteration to the nature or extent of the Project or any amendment to or variation, express or implied, waiver or release of the terms of the Contract;
- 5.2 any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Contract or any other compromise or settlement of any dispute between the Beneficiary and the Contractor provided that the Beneficiary shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with the terms of such compromise or settlement;
- 5.3 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or any change in the name, composition, status, function, ownership, constitution or control of the Contractor or the Guarantor;
- 5.4 any disclaimer of the Contract by any liquidator or administrator appointed to the Contractor (and the Contract shall for the purposes of this guarantee be deemed to continue notwithstanding any such disclaimer);
- 5.5 any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable for any reason whatsoever;
- 5.6 the suspension or termination of the Contract or the termination of the employment of the Contractor under the Contract for any reason whatsoever; and
- 5.7 any failure to take or to realise (or fully to take or to realise), or any release, discharge, exchange or substitution of, any security, guarantee or indemnity in respect of the Contract.

## **6. Amendments to the Contract and/or the Obligations**

The Contract and/or any or all of the Obligations may be modified, amended or supplemented in any way without the Guarantor's consent and the Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition to or of the Contract and/or to or of any or all of the Obligations including, without limitation, any alteration to the nature or extent of the works/services to be carried out under the Contract and/or any allowance of time by the Beneficiary under the Contract.

**7. Continuing guarantee**

This guarantee is a continuing guarantee and shall remain in operation until all the obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Contract shall have been satisfied or performed in full.

**8. Calls on the guarantee**

8.1 A valid demand of the Beneficiary under this guarantee shall be in writing and:

- (a) state that the Contractor is in breach of the Contract and include details thereof;
- (b) state the amount of payment to be made by the Guarantor to the Beneficiary and/or the obligations, duties, undertakings, covenants and/or conditions under the Contract to be performed by the Guarantor;
- (c) (except in the case of an Insolvency Event where this clause 8.1(c) shall not apply) contain a copy of the notice issued to the Contractor notifying it of the breach of the Contract, such notice to be dated at least three (3) business days prior to the date of the demand on the Guarantor and stating that notwithstanding the notice issued to the Contractor, such breach has not been rectified;
- (d) signed by a Director of the Beneficiary;

and such a valid demand shall be conclusive evidence of the amount payable to the Beneficiary.

8.2 The Beneficiary may make more than one (1) demand under this guarantee.

**9. Additional security**

This guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the Beneficiary. The Beneficiary's rights under this guarantee are complementary:

- 9.1 to the other guarantees, securities and bonds delivered by the Contractor to the Beneficiary; and
- 9.2 to and not exclusive of those provided by law.

**10. Invalidity of any of the terms of this guarantee**

If any provision of this guarantee is held by any competent authority to be invalid unlawful or unenforceable in whole or in part, the validity lawfulness and enforceability of the other provisions of this guarantee and the remainder of the provision in question shall not be affected thereby.

**11. Provision of Information**

In the event that either or both of the Beneficiary have concerns regarding the financial position of the Guarantor the Guarantor shall, if so requested by the Beneficiary (acting reasonably) in writing meet with the Beneficiary (as soon as reasonably practicable after the request for the meeting has been made and at a location which is reasonably convenient for the Guarantor) in order to discuss such concerns in good faith.

**12. Representations and warranties**

12.1 The Guarantor represents and warrants to the Beneficiary that

- (a) it is duly incorporated and in a validly existing company under the laws of its place of incorporation and to exercise its rights and perform its obligations hereunder;

- (b) it has taken all corporate and other actions necessary to enable it to enter into and perform this guarantee and has obtained all approvals and consents required by it for the performance of its obligations under this guarantee; and
- (c) it has full power and authority to enter into and perform this guarantee which constitutes or when executed will constitute, valid and binding obligations on the Guarantor which are enforceable in accordance with their respective terms.

**13. Assignment**

- 13.1 The Beneficiary shall (on prior written notice to but without the consent of the Guarantor) be entitled to assign this guarantee and/or the benefit of it to any party to whom the benefit of the Contract has been assigned.
- 13.2 The Guarantor shall not be entitled to contend that any person to whom this guarantee is assigned is precluded from recovering under this guarantee any loss incurred by such assignee resulting from any breach of this guarantee by reason that such person is an assignee and not a named promisee hereunder.

**14. Interest on late payment**

If the Guarantor defaults in the payment when due of any sum payable under this guarantee (whether determined by agreement or pursuant to an order of court or otherwise) its liability shall be increased to include interest at the same rate as set under the Contract on such sum from the date when it is due for payment up to and including the date of actual payment (after as well as before judgement) provided that this clause 14 shall not apply to the extent the liability of the Guarantor includes interest applied under the Contract.

**15. Deferral of Guarantor's rights**

- 15.1 Insofar as any sums are payable (contingently or otherwise) by the Contractor to the Beneficiary under the Contract the Guarantor shall not exercise any right of set-off or counterclaim against the Contractor or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor under this guarantee. If the Guarantor receives any sums from the Contractor or any other person in respect of any payment of the Guarantor under this guarantee the Guarantor shall hold such monies in trust for the Beneficiary so long as any sums are payable (contingently or otherwise) under this Guarantee.
- 15.2 The Guarantor will not, without the prior written consent of the Beneficiary, hold any security from the Contractor or any other person in respect of the Guarantor's liability under this guarantee or in respect of any liability or other obligations of the Contractor to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the Beneficiary.

**16. Contracts (Rights of Third Parties) Act 1999**

The parties hereby confirm that nothing in this guarantee shall confer on any person any right to enforce any term of this guarantee which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**17. Law and jurisdiction**

The Courts of England and Wales shall have jurisdiction in relation to any disputes between the parties arising out of or in connection with this guarantee including non-contractual claims

**18. Notices**

- 18.1 Any notice to be given under this guarantee shall be in writing and shall be deemed to be duly given if delivered in the case of a corporation to the parties' registered office for the time being or in any other case to the parties' principal place of business.

18.2 Notices may be served by:

- (a) personal delivery; or
- (b) pre-paid registered or recorded delivery mail.

18.3 Notices and communications shall be deemed to have been served or received in the case of:

- (a) personal delivery on the date of delivery;
- (b) pre-paid registered or recorded delivery mail on the second working day after the notice of communication is posted.

**This guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it**

*[Execution blocks]*





DATE

20[ ]

(1) [Contractor]

(2) [Surety]

(3) [Beneficiary]

---

**Performance Bond for the Contract  
in relation to the design, supply and  
installation of artificial grass pitches  
at [ ]**

---

**DATE**

20[ ]

This **Performance Bond** is made as a deed between the following parties whose names and addresses are set out in Schedule 1 to this Performance Bond

## **PARTIES**

- (1) The **Contractor**
- (2) The **Surety**, and
- (3) The **Beneficiary**

## **RECITALS**

- (A) The Beneficiary has entered into a framework agreement with the Contractor (defined below) for the design, supply and construction of artificial grass pitches (the **Project**) dated [REDACTED].
- (B) By a Contract (the '**Contract**') entered into between the Beneficiary and the Contractor particulars of which are set out in Schedule 1 the Contractor has agreed with the Beneficiary to execute works (the '**Works**') upon and subject to the terms and conditions of the Contract.
- (C) The Surety has agreed with the Beneficiary at the request of the Contractor and pursuant to Clause 7.2.1 of the Contract to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Performance Bond with the bond being on-demand as to insolvency but known simply as Performance Bond in this deed.

Words and expressions used but not defined in this Performance Bond shall have the meanings attributed to them in the Contract.

## **OPERATIVE CLAUSES**

The Surety guarantees to the Beneficiary that in the event of a breach of the Contract by the Contractor the Surety shall subject to the provisions of this Performance Bond satisfy and discharge the damages, losses, costs and expenses sustained or which may be sustained by the Beneficiary in accordance with Clauses 1 to 7 and 9 to 13, and where an Insolvency Event occurs in accordance with Clauses 8 to 13.

- 1. The Beneficiary shall be entitled to make a written demand at any time prior to the occurrence of an Insolvency Event (but without prejudice to any written demand made following the occurrence of an Insolvency Event pursuant to Clause 8) upon the Surety stating:
  - 1.1 that the Contractor has failed to perform or observe any of its duties and/or obligations arising under or in connection with the Contract and/or has committed a breach of any provision and/or has failed to fulfil any warranty or indemnity set out in the Contract and/or has failed to satisfy any of its liabilities under or in connection with the Contract; and
  - 1.2 the amount claimed by the Beneficiary including any interest.
- 2. Any demand made under Clause 1 shall be accompanied by a certified copy of:
  - 2.1 a decision issued in adjudication proceedings pursuant to the terms of the Contract prior to the occurrence of an Insolvency Event; or
  - 2.2 a judgment of a court; or

- 2.3 a written agreement signed by the Beneficiary, the Surety and the Contractor in respect of an action under or in connection with the Contract, in favour of the Beneficiary against the Contractor for an amount which is not less than the amount claimed by the Beneficiary and which is payable by the Contractor to the Beneficiary.
3. The Surety shall within five (5) Business Days of receipt of any demand served from time to time by a [Director] of the Beneficiary which complies with Clauses 1 and 2 pay to the Beneficiary the amount demanded subject to the maximum aggregate liability of the Surety under this Performance Bond which shall not exceed the Bond Amount (as set out at Schedule 1). Subject to the limitation in this Clause 3 and Clause 9 the liability of the Surety under this Performance Bond shall be co-extensive with the liability of the Contractor under the Contract.
4. The Surety shall not be discharged or released by any act, omission, matter or thing which, but for this clause, would or might reduce, release or prejudice any of its obligations under this Performance Bond including, without limitation:
- 4.1 any alteration and/or variation of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works;
- 4.2 any allowance of time by the Beneficiary under or in respect of the Contract or the Works;
- 4.3 any advance payment of sums which may become due and owing under or in respect of the Contract or the Works;
- 4.4 the suspension or termination of the Contract or of the employment of the Contractor under the Contract;
- 4.5 any disclaimer of the Contract by any liquidator or administrator appointed to the Contractor (and the Contract shall for the purposes of this Performance Bond be deemed to continue notwithstanding any such disclaimer);
- 4.6 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or change in the name, composition, status, function, ownership or control of the Contractor or the Surety.
5. The Contractor having requested the execution of this Performance Bond by the Surety undertakes with the Surety (without limitation of any other rights and remedies of the Beneficiary or the Surety against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
6. The Beneficiary shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this Performance Bond against the Surety provided that if the Beneficiary does seek recourse against the Contractor before seeking recourse under this Performance Bond any money judgment of the court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary under the Contract shall be conclusive evidence for the purposes of this Performance Bond as to any liability of the Contractor to which such judgment award or decision relates (unless and until the same is set aside by any competent tribunal).
7. The Beneficiary may make any number of demands under this Performance Bond but the total of amounts due shall not exceed the Bond Amount.
8. **Insolvency Event (On-demand)**
- 8.1 Should an Insolvency Event occur, the Surety hereby irrevocably and unconditionally agrees to pay the Beneficiary on the Beneficiary's first written demand (waiving all rights of objection and defence and without reference to the Contractor) an amount or amounts not exceeding in aggregate the Bond Amount provided that the Beneficiary's claim complies with the provisions of this Clause 8. All amounts due under this Clause 8 shall be paid in full without any set-off, counterclaim, deduction or

withholding. The Surety acknowledges that the Contractor will have failed to fulfil the terms and conditions of the Contract if an Insolvency Event occurs.

8.2 The Beneficiary's claim under this Clause 8 must be received at this office [ ] before Expiry and must be in the form of a statement signed for and on behalf of the Beneficiary that:

- (a) the Contractor has failed to fulfil the terms and conditions of the Contract;
- (b) as a result of such failure the amount claimed is due to the Beneficiary;
- (c) specifies in what respects the Contractor has so failed;
- (d) specifies the amount claimed.

Such claim and statement shall be accepted by the Surety as conclusive evidence, for the purposes of this Clause 8, that the amount claimed is due to the Beneficiary.

- 9. Whether or not this Performance Bond is returned to the Surety the obligations of the Surety under this Performance Bond shall be released and discharged absolutely upon Expiry (as defined in Schedule 1) save in respect of any breach of the Contract and/or an Insolvency Event has occurred and in respect of which a claim in writing containing particulars of such breach and/or the fact that there is an Insolvency Event has been made upon the Surety before Expiry.
- 10. This Performance Bond and the benefit thereof shall be capable of being assigned without the prior written consent of the Surety and/or the Contractor to a party to whom the benefit of the Contract has been assigned. The Surety and/or the Contractor shall not be entitled to assign this Performance Bond or the benefit thereof.
- 11. The parties to this Performance Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to Clause 10.
- 12. This Performance Bond shall be governed by and constructed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.
- 13. Any demand or notice under this Performance Bond may be served personally, by first class recorded delivery post and shall be sent to the Surety at [ ] or to such other address within the United Kingdom as the Surety may have previously notified in writing to the Beneficiary. Any demand or notice if delivered personally shall be deemed to have been served at the time of delivery or, if sent by post, shall be deemed to have been served on the second Business Day following posting.

**Executed as a Deed by the parties and delivered on the date at the beginning of this Performance Bond**

## Schedule 1

- (1) **The Contractor** [ ] whose registered office address is at [ ]
- (2) **The Surety** [ ] whose registered office address is at [ ] whose registered office and address for service is [ ]
- (3) **The Beneficiary:** [ ]

**Bond Amount:** the sum of [£ ] is [10%] of the Contract Sum stepped-down from time to time until the Expiry of the bond as shown at Schedule 2.

**Business Day:** means any day except Saturday, Sunday and bank or other public holidays in England.

**Contract:** the JCT DB 2016 with project specific amendments dated [ ] for the Contract Sum of [ ] pounds (£[ ]).

**Expiry:** the [Insert date] in respect of the whole of the Works pursuant to the Contract which shall be conclusive for the purposes of this Performance Bond.

**Insolvency Event:** means [please insert the provisions from the contract. Please do not state that it will be by reference to the contract].

**Schedule 2**

**Step-down Schedule**

<b>Dates</b>	<b>Bond Amount</b>
Date of issue of the [ ]	
Date of issue of the [ ]	



DATE

20[ ]

(1) [Sub-Contractor/Sub-Consultant]

(2) [Beneficiary]

(3) [Contractor]

---

**[Sub-Contractor/Sub-Consultant]  
Collateral Warranty  
relating to  
the design, supply and construction of  
artificial grass pitches  
at [ ]**

---



DATE

20[ ]

## PARTIES

- (1) [Sub-Contractor/Sub-Consultant] a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the 'Sub-Contractor/Sub-Consultant');
- (2) [ ] of [ ] (the 'Beneficiary'); and
- (3) [ ] a company incorporated in England and Wales with registered number [ ], whose registered office is at [ ] (the 'Contractor').

## RECITALS

- (A) The Contractor has engaged the Sub-Contractor to perform the Sub-Contract Works.
- (B) The Beneficiary, as the [ ], has an interest in the Works.
- (C) The Contractor requires the Sub-Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Sub-Contractor has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.

## OPERATIVE PROVISIONS

### 1. Definitions and interpretation

#### 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

<b>'Building Contract'</b>	the JCT DB Contract 2016 as amended entered into between the Employer and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;
<b>'Business Day'</b>	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Deleterious'</b>	materials or equipment that are not in conformity with any relevant British Standard or codes of practice or which are generally known, or which ought to have been known, in the construction industry at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used;
<b>'Employer'</b>	[ ];
<b>'Funder'</b>	a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Works or the completed Works; or
- (b) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;

<b>'Material'</b>	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Sub-Contractor in connection with the Works;
<b>'Permitted Uses'</b>	the design, construction, completion, reconstruction, modification, advertisement, reinstatement, extension maintenance, funding, sale, letting, fitting-out and repair of the Property and the Works;
<b>'Programme'</b>	the programme, as defined in the Sub-Contract;
<b>'Property'</b>	[REDACTED];
<b>'Required Standard'</b>	all the reasonable skill, care and diligence to be expected of a properly qualified and competent professional designer of the relevant discipline undertaking equivalent sub-contract works on projects of a similar size, scope, complexity, value and purpose to the Works;
<b>'Sub-Contract'</b>	the [REDACTED] entered into between the Contractor and the Sub- Contractor (and any further agreement(s) varying or supplementing it) for the Sub-Contract Works;
<b>'Sub-Contract Works'</b>	the sub-contract works and/or services referred to in the Sub-Contract, performed by or on behalf of the Sub-Contractor under the Sub-Contract.
<b>'Works'</b>	as defined in the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **'company'** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.

- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to Clauses are to the Clauses of this Agreement.
- 1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

## **2. Comply With the Sub-Contract**

- 2.1 The Sub-Contractor warrants to the Beneficiary that:
- (a) it has performed and complied, and shall continue to comply, with its obligations under or arising out of the Sub-Contract, including (without limitation) its obligations to:
    - (i) (where applicable) carry out and fulfil in all respects the duties of a designer under the CDM Regulations; and
    - (ii) in respect of any works carried out, use workmanship and materials of the quality and standard specified in the Sub-Contract; and
  - (b) to the extent the Sub-Contractor has design responsibility in relation to the Sub-Contract Works, it has exercised and shall continue to exercise the Required Standard when performing the Sub-Contract Works; and
  - (c) it has exercised and shall continue to exercise the Required Standard to not specify or use any products or materials in the Sub-Contract Works which at the time of specification or use are Deleterious;
  - (d) in relation to the Sub-Contract Works, it has complied with any:
    - (i) Act of Parliament
    - (ii) instrument, rule or order made under any Act of Parliament; and
    - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Works or with whose systems or property the Works are or will be connected; and
  - (e) it shall carry out and fulfil, in all respects, the duties of a designer under the CDM Regulations.
- 2.2 The Sub-Contractor shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Sub-Contractor's professional responsibilities in relation to the Works provided that the Sub-Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as joint client with the Contractor in the Sub-Contract.

- 2.3 The Sub-Contractor's duties or liabilities under this Agreement shall not be negated or diminished by:
- (a) any approval or inspection of:
    - (i) the Property; or
    - (ii) the Works; or
    - (iii) any designs or specifications for the Property or the Works; or
  - (b) any testing of any work, goods, materials, plant or equipment; or
  - (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Contractor.
- 2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Sub-Contractor.
3. **[<sup>1</sup>Step-In Rights: Sub-Contractor May Not Terminate or Discontinue**
- 3.1 The Sub-Contractor shall not exercise, or seek to exercise, any right to:
- (a) terminate its employment under the Sub-Contract; or
  - (b) discontinue the performance of the Sub-Contract Works,
- for any reason (including any breach on the part of the Contractor) without giving the Beneficiary at least 21 days' written notice of its intention to do so and the basis for this. Any notice from the Sub-Contractor shall specify the grounds for the Sub-Contractor's proposed termination or discontinuance.
- 3.2 If the Sub-Contract allows the Sub-Contractor a shorter notice period for the exercise of a right referred to in Clause 3.1, the notice period in the Sub-Contract shall be extended to take account of the notice period required under Clause 3.1.
- 3.3 The Sub-Contractor's right to terminate its employment under the Sub-Contract, or to discontinue performance of the Sub-Contract Works, shall cease if, within the period referred to in Clause 3.1, the Beneficiary gives notice to the Sub-Contractor, copied to the Contractor:
- (a) requiring the Sub-Contractor not to terminate its employment or not to discontinue the performance of the Sub-Contract Works under the Sub-Contract;
  - (b) acknowledging that the Beneficiary (or its nominee) will assume all the Contractor's obligations under the Sub-Contract; and
  - (c) undertaking that the Beneficiary or its nominee will pay to the Sub-Contractor:
    - (i) any sums due and payable to the Sub-Contractor under the Sub-Contract in future; and
    - (ii) any sums then due and payable to the Sub-Contractor under the Sub-Contract that are unpaid.
- 3.4 If the Beneficiary (or its nominee) serves notice on the Sub-Contractor under Clause 3.3, then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had

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<sup>1</sup> Delete step-in provisions if not applicable.

been entered into between the Sub-Contractor and the Beneficiary (to the exclusion of the Contractor).

3.5 In complying with this Clause 3, the Sub-Contractor:

- (a) does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor; and
- (b) may exercise its right to terminate its employment under the Sub-Contract, or discontinue the performance of the Sub-Contract Works, after the expiry of the notice period referred to in Clause 3.1, unless the Sub-Contractor's right to terminate or discontinue has ceased under Clause 3.3.

#### 4. **Step-In Rights: Beneficiary May Step-In**

4.1 Without affecting Clause 3.1, if the Beneficiary serves a notice on the Sub-Contractor, copied to the Contractor, that:

- (a) confirms that the Beneficiary wishes to step-in to the Sub-Contract; and
- (b) complies with the requirements under Clauses 3.3(b) and 3.3(c),

then, from the date of service of the notice, the Sub-Contract shall continue in full force and effect, as if it had been entered into between the Sub-Contractor and the Beneficiary (or its nominee) to the exclusion of the Contractor.

4.2 The Sub-Contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give notice under Clause 4.1. The Sub-Contractor shall not enquire whether the Beneficiary is entitled to give that notice.

4.3 In complying with this Clause 4, the Sub-Contractor does not waive any breach of the Sub-Contract or default under the Sub-Contract by the Contractor.

#### 5. **Step-In Rights: Sub-Contractor's Position and Contractor's Consent**

5.1 The Sub-Contractor shall not incur any liability to the Contractor by acting in accordance with Clause 3 or Clause 4.

5.2 The Contractor has executed this Agreement to confirm its consent to such step-in arrangement.

#### 6. **Step-In Rights: Beneficiary's Guarantee**

If a Beneficiary's notice under Clause 3 or Clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Sub-Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Sub-Contractor from the Beneficiary's nominee.]

#### 7. **No Instructions to Sub-Contractor by Beneficiary**

[Unless the Beneficiary has stepped-in under Clause 3 or Clause 4,]<sup>2</sup> the Beneficiary may not give instructions to the Sub-Contractor under this Agreement.

#### 8. **Copyright**

8.1 The Sub-Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on

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<sup>2</sup> Delete if no step-in provision.

behalf of, the Sub-Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

- 8.2 This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.
- 8.3 This licence carries the right to grant sub-licences and shall be transferrable.
- 8.4 The Sub-Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 8.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Sub-Contractor and the Sub-Contractor shall provide the copy (or copies) to the Beneficiary.

## 9. Professional Indemnity Insurance

- 9.1 The Sub-Contractor shall maintain professional indemnity insurance for an amount of at least **£5,000,000.00** [for any one occurrence, or series of occurrences, arising out of any one event] for a period beginning on the date of this Agreement and ending 12 years after the date of practical completion of the Works, provided that such insurance is available to members of the Sub-Contractor's profession at commercially reasonable rates and terms. The Sub-Contractor shall maintain that professional indemnity insurance:
  - (a) with reputable insurers lawfully carrying on insurance business in the UK;
  - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
  - (c) on terms that:
    - (i) do not require the Sub-Contractor to discharge any liability before being entitled to recover from the insurers; and
    - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 9.2 Any increased or additional premium required by insurers because of the Sub-Contractor's claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.
- 9.3 The Sub-Contractor shall not, without the Beneficiary's written consent:
  - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Sub-Contractor; or
  - (b) by any act or omission lose or affect the Sub-Contractor's right to make, or proceed with, that claim against the insurers.
- 9.4 The Sub-Contractor shall immediately inform the Beneficiary if the Sub-Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Sub-Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Contractor regarding the Works and the Property, without that insurance.
- 9.5 The Sub-Contractor shall fully co-operate with any measures reasonably required by the Beneficiary, including:
  - (a) completing any proposals for insurance and associated documents; or

- (b) maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Sub-Contractor for the net cost of that insurance above commercially reasonable rates.
- 9.6 Whenever the Beneficiary reasonably requests, the Sub-Contractor shall send the Beneficiary evidence that the Sub-Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Contractor's insurers or brokers confirming:
  - (a) the Sub-Contractor's then current professional indemnity insurance; and
  - (b) that the premiums for that insurance have been paid in full at the date of that letter.
- 10. **Liability Period**

The Beneficiary may not commence any legal action against the Sub-Contractor under this Agreement after 12 years from the date of practical completion of all of the Works.
- 11. **Assignment**
  - 11.1 The Beneficiary may assign the benefit of this Agreement:
    - (a) on two occasions to any person with an interest in the Works; and
    - (b) without counting as an assignment under Clause 11.1(a):
      - (i) by way of security to a Funder (including any reassignment on redemption of security); or
      - (ii) to and from a subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.
  - 11.2 The Beneficiary or its assignee shall notify the Sub-Contractor and the Contractor of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.
  - 11.3 The Sub-Contractor shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 11.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement.
  - 11.4 The Sub-Contractor shall not without the consent of the Beneficiary assign its rights under this Agreement.
- 12. **Delay**
  - 12.1 The Sub-Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Sub-Contract Works [unless and until the Beneficiary has given notice to the Sub-Contractor under either Clause 3 or Clause 4.]
- 13. **Notices**
  - 13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.
  - 13.2 A notice shall be deemed to have been duly received:
    - (a) if delivered personally, when left at the address and for the contact referred to in this Clause; or

- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

13.4 This Clause shall not apply to the service of any proceedings or other documents in any legal action.

**14. Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

**15. Governing Law and Jurisdiction**

This Agreement shall be read and construed in accordance with the laws of England [and Wales]. Each party irrevocably agrees that subject as provided below, the courts of England [and Wales] shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

***[Execution blocks]***





**DATE**

**20[ ]**

**(1) [Consultant]**

**(2) [Client]**

**(3) [Beneficiary]**

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**Consultant Collateral Warranty  
in relation to [ ]**

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DATE

20[ ]

## PARTIES

- (1) [ ] (company no: [ ]) whose registered office is at (the '**Consultant**'); and
- (2) [ ] (company no: [ ]) whose registered office is at [ ] (the '**Client**'); and
- (3) [ ] (company no: [ ]) whose registered office is at [ ] (the '**Beneficiary**').

## RECITALS

- (A) The Client has engaged the Consultant to perform Services in relation to the Project.
- (B) The Beneficiary has an interest in the Project.
- (C) The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Consultant has agreed to enter into this Agreement with the Beneficiary, for the benefit of the Beneficiary.
- (E) The Beneficiary has paid £10 to the Consultant as consideration under this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions and interpretation

#### 1.1 The definitions and rules of interpretation in this clause apply in this Agreement

<b>'Building Contract'</b>	as defined in the Consultant's Appointment;
<b>'Business Day'</b>	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including the Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Consultant's Appointment'</b>	an agreement in writing dated on or about the date hereof between the Consultant and the Client, and as may be supplemented/varied from time to time;
<b>'Deleterious'</b>	materials or equipment that are generally accepted, or generally suspected, in the construction industry at the relevant time as:  (a) as being deleterious to health and safety; or  (b) which are not in accordance with relevant British or European Standards, relevant codes of practice, good building practice or the guide entitled 'Good Practice in the Selection of

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|---------------------------------------|--|
| <b>'Documents'</b>                    | all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with the Project; |
| <b>'Funder'</b>                       | a person that has provided, or is to provide, finance in connection with:<br><br>(a) the whole or any part of the Project or a Project; or<br><br>(b) the site of the Project;<br><br>whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;   |
| <b>'Intellectual Property Rights'</b> | are as defined in the Consultant's Appointment;  |
| <b>'Permitted Uses'</b>               | the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension and repair of the Property and the Project;  |
| <b>'Project'</b>                      | as described in the Consultant's Appointment;  |
| <b>'Required Standard'</b>            | all the reasonable skill, care and diligence to be expected of a qualified and competent member of the Consultant's profession experienced in undertaking services for a project of a similar size, scope and complexity as the Project;   |
| <b>'Services'</b>                     | the services referred to in the Consultant's Appointment, performed by or on behalf of the Consultant under the Consultant's Appointment;  |
| <b>'Site'</b>                         | as described in the Consultant's Appointment;  |
| <b>'Works'</b>                        | the services/works as set out in the Building Contracts.   |
- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **'company'** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to '**writing**' or '**written**' includes faxes but not e-mail.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.13 References to clauses are to the clauses of this Agreement.
- 1.14 Where the words '**include(s)**', '**including**' or '**in particular**' are used in this Agreement, they are deemed to have the words "without limitation" following them.

## **2. Comply with the Consultant's Appointment**

### **2.1 The Consultant warrants to the Beneficiary that:**

- (a) it has performed and complied, and shall continue to comply, with its obligations under the Consultant's Appointment, including its obligations to:
  - (i) carry out and fulfil, in all respects, the duties of a designer or principal designer under the CDM Regulations
- (b) it has exercised and shall continue to exercise the Required Standard:
  - (i) when performing the Services.
  - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
  - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
  - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable to the Services;
- (c) it has complied with any:
  - (i) Act of Parliament
  - (ii) instrument, rule or order made under any Act of Parliament; and
  - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected; and

### **2.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary under this warranty than it would have if**

the Beneficiary had been named in the Consultant Appointment as the joint client (save in respect of set-off and counterclaim).

2.3 The Consultant's duties or liabilities under this Agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
    - (i) the Property; or
    - (ii) the Project; or
    - (iii) any designs or specifications for the Property or the Project;
  - (b) any testing of any work, goods, materials, plant or equipment; or
  - (c) any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Client

2.4 This Agreement shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

### 3. **No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under this Agreement.

### 4. **Copyright**

4.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, reconstruction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.

4.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 4.1 does not and will not infringe the Intellectual Property Rights of any third party.

4.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Consultant's Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.

4.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

### 5. **Professional Indemnity Insurance**

5.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £5,000,000.00 in respect of each and every claim from the date of this Agreement until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of

the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

5.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 5 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

5.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

5.4 The insurance referred to in Clause 5.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

## **6. Liability period**

The Beneficiary may not commence any legal action against the Consultant under this Agreement after 12 years from the date of practical completion of all of the Project.

## **7. Assignment**

7.1 The Beneficiary may assign the benefit of this Agreement (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 7.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

7.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

7.3 The Consultant shall not contend that any person to whom the benefit of this Agreement is assigned under Clause 7.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to this Agreement. Notwithstanding any other provisions of this Agreement, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under this Agreement or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

7.4 The Consultant shall not without the consent of the Beneficiary assign its rights under this Agreement.

## **8. Notices**

8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery or by commercial courier, to each party required to receive the notice as set out on page 1.

8.2 A notice shall be deemed to have been duly received:



- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

8.4 This clause shall not apply to the service of any proceedings or other documents in any legal action.

## 9. **Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## 10. **Governing law and jurisdiction**

This Agreement shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of enforcement proceedings in any one or more jurisdictions preclude the taking of enforcement proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

***[Execution blocks]***

**DATE**

**2023**

**(1) The Football Foundation**

**(2) [                      ]**

**Professional Appointment  
of a Framework Managing Consultant (FMC)  
for Artificial Grass pitches 2024-2028**

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THIS DEED IS DATED

2023

## PARTIES

- (1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the '**Client**', which expression shall include successors in title (including a statutory successor in title) and/or permitted assignees); and
- (2) [ ] (company number [ ]) whose registered office is at [ ] (the '**Consultant**')

each a **Party** and together the **Parties** for the purpose of this Appointment.

## RECITALS

- (A) The Client intends to carry out various Projects.
- (B) The Client and the Consultant wish to enter into an appointment in respect of the provision of cost consultant and contract administrator services for in connection with each Project for the Artificial Grass Pitches Programme 2024-2028.
- (C) The contract in respect of each Project will be created by signing an Order which incorporates by reference the terms and conditions set out in this appointment.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

#### 1.1 In this Appointment the following words and expressions shall have the following meanings:

<b>'Applicant Body'</b>	the ultimate beneficiary of a Project specified in the Order;
<b>'Appointment'</b>	the terms and conditions of this appointment together with all recitals, schedules and appendices to it and any addition or amendment of the same and, for the avoidance of doubt, any Order signed pursuant to this appointment;
<b>'AGP Programme'</b>	the framework for the design and construction of artificial grass pitches projects [involving several Applicant Bodies] for the period 20204-2028
<b>'Beneficiary'</b>	means the Client (where there are sub-consultant collateral warranties), the Applicant Body and/or any other third party beneficiary set out in the Order <sup>1</sup> ;
<b>'Building Contract'</b>	the building contract or contracts for the carrying out of a Project entered into or to be entered into between the Client and the Contractor;

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<sup>1</sup> Insert the details of any other third party stakeholders with an interest in the project who will require the benefit of a warranty

<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including any Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Construction Act'</b>	means the Housing Grants, Construction and Regeneration Act 1996, including any amendment, variation or re- enactment thereof;
<b>'Construction Products Regulations'</b>	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
<b>'Contractor'</b>	the contractor referred to in the Order or any other such contractor or contractors appointed or to be appointed by the Client under the Building Contract to execute all or any part of the Project;
<b>'Documents'</b>	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with a Project using the standard of care set out at Clause 4.3;
<b>'Duties'</b>	the duties imposed on the Client under the CDM Regulations;
<b>'Fee'</b>	the fee set out in the Order;
<b>'Funder'</b>	a person providing finance in connection with any Project or a completed Project, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
<b>'Group Company'</b>	means any subsidiary or holding company of the Client or another subsidiary or holding company of such company as subsidiary or holding company are defined in section 1159 Companies Act 2006;
<b>'Insolvency Event'</b>	means, where the Consultant is a body corporate any of the following occur:

1. When it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
2. On the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
3. On the passing of a resolution for voluntary winding up without a declaration of solvency under section 89 of that Act; or
4. On the making of a winding-up order under Part IV or V of that Act; or

Where the Consultant is a partnership it becomes insolvent:

1. On the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
2. When sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors; or

The Consultant as an individual becomes insolvent:

1. On the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
2. On the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors; and/or

The Consultant becomes insolvent if:

1. He enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
2. (in the case the Consultant is a partnership) each partner is the subject of an individual

arrangement or any other event or proceedings referred to here; and

any event analogous to any of the above occurs in any jurisdiction in which the Consultant is incorporated, carries on business or has any assets;

<b>'Intellectual Property Rights'</b>	the existing and future copyright, intellectual property rights and/or any other rights of a similar nature in the Documents (including without limitation patents, trademarks, designs, design rights, copyright, investments, trade secrets, know-how and confidential information) and all applications for protection of the same;
<b>'Order'</b>	an order in the form annexed at Appendix 1 issued to the Consultant by the Client calling off the Services for a Project and incorporating by reference the terms and conditions of this appointment;
<b>'Professional Team'</b>	the consultant or consultants referred to in the Order or such Professional Team as may be appointed from time to time in relation to a Project;
<b>'Professional Team Appointments'</b>	the appointments entered into between the Client and the various members of the Professional Team;
<b>'Project'</b>	the Project described in the Order;
<b>'Services'</b>	the services set out in Schedule 1;
<b>'Third Party Agreements'</b>	means all agreements relating to or affecting a Project or the Site which have been entered into or may be entered into by the Client and/or any Group Company from time to time and disclosed to the Consultant (whether on or before the date of this Appointment or after the date of this Appointment) including without limitation any agreement for lease, sale agreement and/or funding agreement and those (if any) set out in the Order;
<b>'Site'</b>	the land identified in the Order;
<b>'Start Date'</b>	the date the Consultant first performed any services in connection with this Appointment;
<b>'VAT'</b>	value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable;

**'Working Days'**

means any day except Saturday, Sunday and bank or other public holidays in England.

- 1.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.
- 1.3 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Appointment.
- 1.4 The Consultant acknowledges and confirms that in entering into this Appointment it has placed no reliance upon any statement, representation or warranty made or given by the Client which is not set out in this Appointment.
- 1.5 If any term, condition or provision of this Appointment is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Appointment.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. Appointment and Key Personnel**

- 2.1 The Client appoints the Consultant to provide the cost consultant/QS and contractor administrator consultancy services to facilitate the AGP Programme and each Project.
- 2.2 Regardless of the date of this Appointment it shall be effective from the Start Date.
- 2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project.
- 2.4 The Consultant shall provide the key personnel identified in the Order. No change may be made to the identity of any of the key personnel without the prior written approval of the Client.
- 2.5 The Client may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in the Order) from the Site or from any further participation in the Project.
- 2.6 The Consultant shall comply with any reasonable instructions issued by the Client in respect of any matter connected with the Project and the Services save that if in the performance of the Services the Consultant has discretion exercisable as between the Client and the Contractor the Consultant shall exercise its discretion independently and fairly and keep the Client informed as to any discretion it exercises.

**3. Conduct**

- 3.1 This Appointment requires the Parties to each adopt and encourage collaborative behaviour and to seek to identify and eliminate any behaviour which is found to be uncollaborative.



- 3.2 It is expected that all members of a Project team will be the best people for the required Services and the Client expects team members to stay involved and committed to a Project until its completion (or otherwise for the duration of their employment by the Consultant).
- 3.3 The Consultant shall ensure that no Services are performed in a manner which might bring the Client into disrepute.
4. **Performance of Services**
- 4.1 The Consultant shall perform the Services in compliance with this Appointment.
- 4.2 In performing the Services the Consultant shall comply with the brief, budget and programme requirements for the AGP Programme and each Project provided by the Client, as those may reasonably be adjusted from time to time. If the Consultant becomes aware of any circumstances which may prevent a Project from proceeding according to those requirements, then the Consultant is to notify the Client in writing immediately.
- 4.3 Subject always to complying with the requirements under the CDM Regulations, in performing the Services the Consultant shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced designer of the applicable discipline in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the AGP Programme and each Project.
- 4.4 The Consultant shall at all times keep the Client fully and properly informed of all aspects of the progress and execution of the Project and provide such information and advice to the Client and such other persons as the Client may reasonably require or as may be appropriate and in particular give the Client notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that a Contractor and the Professional Team are not prevented or delayed in their work.
- 4.5.1 Not used
- 4.5.2 The Consultant shall liaise with the Professional Team and a Contractor, any sub-contractors and suppliers for the co-ordination and integration of their respective services with the Consultant's Services for each Project.
- 4.6 The Client (and no other member of the Professional Team) shall be entitled to instruct variations to the Services. A variation to the Services may include the omission of work and such omitted work may be carried out by others, the Client, or by others engaged by the Client. Where the Client instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance or other similar losses) arising out of that omission.
- 4.7 Notwithstanding anything to the contrary in this Appointment any additional services and/or works required as a result of any negligence or other breach of this Appointment by the Consultant shall be provided without cost to the Client.
- 4.8 The Consultant warrants that it has not specified and shall not specify or approve for use in the Project any substances, materials, equipment, products, kits, building practices or techniques not in conformity with any relevant British Standard or codes of practice or which

are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used and/or have been supplied or placed on the market in breach of the Construction Products Regulations and shall use the standard of care referred to in Clause 4.3 to notify the Client should the Consultant become aware of any use of such materials in the performance of its inspection duties under this Appointment (if any) to ensure that no such materials are used in the Project.

- 4.9 The Consultant warrants to the Client that the Consultant has used and will continue to use the level of skill, care and diligence set out in Clause 4.3 to ensure that the Documents supplied or prepared by the Consultant shall meet the requirements of the Client.
- 4.10 The Consultant shall not make any alteration or addition to or omission from the Services nor the design of the Project without the prior written consent of the Client nor except in an emergency (save for a health and safety related emergency (**'health and safety emergency'**)) issue any instruction, give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme without the Client's prior written approval. The Consultant shall notify the Client promptly, time being of the essence, of the actions taken by the Consultant following such a health & safety emergency, and shall notify the Client promptly where design or Services related changes are required due to health and safety reasons (but excluding a health & safety emergency) and/or to ensure compliance with the CDM Regulations.
- 4.11 The Consultant shall liaise as necessary with any sub-contractors and/or suppliers to the intent that the overall design of a Project shall be fully integrated.
- 4.12 The Consultant shall:
  - (a) perform its duties under this Appointment so that no act, omission or default shall constitute, cause or contribute towards a breach of duties and obligations of the Client and/or a Group Company under any or all of the Third Party Agreements and/or any Building Contract; and
  - (b) comply with procedures laid down in any or all of the Third Party Agreements for drawdown of funding (where applicable) and for the approval of or changes in design, specifications or materials and for the inspection of a Project prior to the issue of any certificates of practical completion or certificate of making good defects under any Building Contract.
- 4.13 The Consultant shall visit the Site as often as is necessary to ensure the proper performance of the Services throughout the period from the date of possession specified in a Building Contract to the date of practical completion of a Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at appropriate intervals agreed with the Client for each Project; and shall participate in project meetings and/or any other meetings on or near the Site as and when reasonably required.
- 4.14 Coordination and supply of information and duties of the Client

- (a) The Client acknowledges that it is responsible for the Duties imposed by the CDM Regulations and that in delivering the Duties it is relying on the guidance and assistance of the Consultant to assist the Client in complying with its Duties.
- (b) The Client must provide to the Consultant such information in the possession of the Client and assistance as the Consultant may reasonably require for the performance of the Services and shall use reasonable endeavours to procure that the Professional Team and any Contractor engaged do so likewise, provided that the Consultant requests such information and assistance in sufficient time and acts reasonably.

## 5. Fees and Payment

- 5.1 Subject to the proper performance by the Consultant of its obligations under this Appointment and to Clause 12 (Termination and Suspension) the Client shall pay or procure the payment to the Consultant of the Fee in respect of the Services. [The Fee shall be calculated in accordance with the rates/Consultant price framework detailed in Schedule 2 hereto and these rates are fixed for the duration of this Appointment unless otherwise agreed by the Client.] The Fee also includes all expenses, overheads and disbursements of the Consultant.
- 5.2 The Client shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Client any such additional fee to be agreed between the Client and the Consultant prior to compliance with the written instruction. If no prior written agreement is reached in respect of an additional fee the Consultant shall carry out the additional services in any event and be entitled to a fair and reasonable additional lump sum. The Consultant warrants to the Client that the Consultant has used and will continue whilst performing the additional services to use the level of skill, care and diligence set out in Clause 4.3 to carry out the additional services. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.
- 5.3 The Fee plus applicable value added tax (where applicable) shall be paid in the monthly instalments and/or stages as set out in the Order.
- 5.4 The Consultant submits a written application for payment on the dates stated in the Order or as the case may be, the occurrence of any other event or after the completion of the relevant stage as referred to in the Order which under the terms of this Appointment gives rise to an entitlement to payment. Any payment provided for in this Appointment shall become due:
  - (a) 7 days after such written application for payment is received by the Client; or (if later),
  - (b) the receipt by the Client of a VAT invoice (or its equivalent) together with any supporting documents that are reasonably necessary to check the invoice.

and such written application for payment pursuant to sub-clause 5.4(a) and 5.4(b) shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which that sum is calculated.

- 5.5 The Client shall not later than 5 days of the payment becoming due issue to the Consultant a payment notice specifying the amount of any payment or payments which he considers to be due and the basis on which it is or they are calculated (the notified sum).
- 5.6 The final date for the making of any payment shall be 30 days after the date on which that payment becomes due.

- 5.7 Subject to Clause 5.9 and unless the Client has served a notice under Clause 5.8 it shall pay the sum referred to in Clause 5.5 (or if notice has not been served under Clause 5.5, the sum referred to in the invoice served by the party in Clause 5.4) on or before the final date for payment of each invoice.
- 5.8 The Client may not pay less than the notified sum due under this Appointment as referred to Clause 5.7 unless not less than two days before the final date for payment (in this Clause 5 the 'prescribed period') he has given a notice to the Consultant that it intends to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall set out the sum the payer considers is due on the date the pay less notice is served and the basis on which that sum is calculated.
- 5.9 If the Consultant becomes Insolvent (as defined under Section 113 of the Construction Act) after the prescribed period the Client shall not be required to pay the Consultant.
- 5.10 For the purposes of Clause 5, where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date and where the period would include Christmas Day or Good Friday or a day which is a public holiday in the country in which the Site is located then that day shall be excluded.
- 5.11 If the Client fails to pay the amount, or any part thereof, due to the Consultant by the final date for payment, the amount remaining unpaid shall bear simple interest only at the rate of two per cent (2%) over the Bank of England base rate current at the date that the payment became overdue which the parties agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.

## **6. Intellectual Property**

- 6.1 The Consultant grants to the Client with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the AGP Programme and a Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, marketing reinstatement, repair, modification, extension, use, letting, sale and fitting out of a Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Client or any sub-licensee or permitted assignee of the Client for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 6.2 The Consultant warrants and undertakes to the Client that the licence granted by Clause 6.1 does not and will not infringe any Intellectual Property Rights, and indemnifies the Client in respect of any legal liability and related costs arising or in connection with such infringement.
- 6.3 The Consultant shall, if so requested by the Client at any time (including upon the termination of the Consultant's engagement under this Appointment), give the Client access to the negatives and/or copies of all Documents subject in the latter case to the Client paying the Consultant's reasonable copying charges.
- 6.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

## **7. Assignment**

7.1 The Client may assign (without the Consultant's consent) the rights and/or benefits under this Appointment:

- (a) on two occasions to any person or entity; and
- (b) without counting as an assignment under Clause 7.1(a):
  - (i) by way of security to a Funder (including any reassignment on redemption of security); or
  - (ii) to and from a Group Company.

7.2 The Consultant shall not assign, novate or otherwise transfer this Appointment (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Client.

7.3 The Consultant shall not contend in defence of any proceedings by the beneficiary of any assignment under this Appointment or otherwise that the Consultant's liability to the beneficiary of any assignment is affected or diminished where the Client has suffered no loss or a loss different from the beneficiary of any assignment by reason of any breach of this Appointment by the Client.

## **8. Sub-letting**

8.1 The Consultant shall not sub-contract the performance of any of the Services without the Client's prior written consent. The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.

8.2 Notwithstanding any sub-contracting pursuant to Clause 8.1, the Consultant shall be responsible for:

- (a) checking the work carried out by any sub-consultant or third party to ensure that it complies with the overall design intent; and
- (b) the co-ordination and integration of such work into the design of a Project.

8.3 The appointment of any third party to carry out any design work on behalf of the Consultant shall not in any way relieve the Consultant of its obligations under this Appointment.

## **9. Insurance**

9.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under this Appointment for an indemnity limit of no less than £5,000,000.00 in respect of any one occurrence from the date of this Appointment until the date which is twelve years after the date of practical completion of each Project under the applicable Building Contract (or 12 years from termination of this Appointment if earlier) subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the

Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

- 9.2 The Consultant shall Immediately give notice to the Client in the event of any inability or failure to effect or maintain any such policy required by this Clause 9 in order that the Client and the Consultant can discuss reasonable means of protecting the Client whereupon the Consultant shall then take such reasonable steps as may be requested by the Client;
- 9.3 Within 5 Working Days of issue of an Order and thereafter on request, the Consultant shall produce to the Client from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.
- 9.4 The insurance referred to in Clause 9.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**10. Deeds of Collateral Warranty or Third Party Rights**

- 10.1 The Consultant shall within 7 Working Days of the Client's request so to do enter into (and shall procure from its sub-consultants, if any, if and when requested) deeds of collateral warranty in favour of any one or more of the Beneficiaries, and such deeds of collateral warranty to be in the form set out in Appendix 2 subject only to such reasonable amendments as may be agreed by the Client. If the Consultant fails to procure the execution and delivery of any collateral warranty pursuant to this clause then notwithstanding any other term of this Appointment, the Client may deduct such amount (if any) specified in the Order from the Fee or the sums that would otherwise be due to the Consultant under this Appointment, until the Consultant procures such execution and delivery.
- 10.2 Instead of deeds of collateral warranty pursuant to Clause 10.1 of this Appointment, the Client may, in its absolute discretion, grant the rights referred to in Appendix 4 in favour of any one or more of the Beneficiaries. Such a notice shall be in the form set out in Appendix 3 and take effect on the date of the notice. The Client's notice shall state the name of the person to whom the rights are granted and details of how they constitute a Beneficiary. For the avoidance of doubt where a Beneficiary has been provided rights pursuant to this Clause 10.2 in respect of a Project that same Beneficiary shall not be entitled to a deed of collateral warranty pursuant to Clause 10.1 for the same Project.
- 10.3 Where third party rights have been vested under clause 10.2 of this Appointment the rights of the Client and/or the Consultant to:
- (a) terminate the Consultant's engagement under this Appointment (whether under Clause 12 or otherwise), or to agree to rescind this Appointment;
  - (b) agree to amend or otherwise vary or to waive the terms of this Appointment; or
  - (c) agree to settle any dispute or other matter arising out of or in connection with this Appointment on such terms as they shall in their absolute discretion think fit,
- shall not be subject to the consent of any Beneficiary.
- 10.4 The parties acknowledge that following commercial discussions between the parties in respect of this Appointment, including in relation to the Client's legitimate interests in

undertaking the Project, the Consultant agrees that the Client is entitled to deduct the sums pursuant to Clause 10.1 of this Appointment (the 'Provision') in accordance with that Provision. The Consultant acknowledges that any such deduction is not a secondary obligation that imposes a detriment on the Consultant which is out of proportion to the legitimate interests of the Client in the enforcement of the Provision or this Appointment, and any sum which may be deducted is not extravagant, exorbitant or unconscionable. The parties further acknowledge that they have taken legal or other professional advice in respect of this Appointment, and that both parties have comparable bargaining power.

**11. Contracts (Rights of Third Parties) Act 1999**

Subject to Clause 10, this Appointment shall not be construed as providing or purporting to confer a benefit on any party who is not a party to this Appointment.

**12. Termination and Suspension**

- 12.1 If the Consultant fails to comply with any of the provisions of this Appointment and fails to rectify such non-compliance within 14 days of a written notice from the Client requiring rectification then the Client may give the Consultant a further written notice terminating the Consultant's employment under this Appointment forthwith or at such other time as may be specified in that notice, or the Consultant suffers an Insolvency Event then the Client may by giving no less than five (5) Working Days' notice in writing terminate the Consultant's employment under this Appointment.
- 12.2 The Client shall be entitled at any time in its absolute discretion to terminate the employment of the Consultant under this Appointment by giving no less than 28 days' notice in writing.
- 12.3 The Client may by notice in writing suspend the performance of all or part of the Services.
- 12.4 In the event of termination under Clauses 12.1 or 12.2 or suspension under Clause 12.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.
- 12.5 In the event of a suspension of the Services under Clause 12.3, the Client may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.
- 12.6 In the event of a suspension of the Services for longer than 6 months, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are given by the Client within 28 days after the Consultant's request, the employment of the Consultant shall determine upon the expiry of that 28 day period.
- 12.7 Subject to Clause 12.8 in the event of termination under Clause 12.1, 12.2 or 12.6 or upon suspension of the Services under Clause 12.3, the Consultant shall be entitled to:
- (a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension;
  - (b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such suspension provided that the Consultant has taken all reasonable

steps to minimise and prevent such costs and expenses and provided further that this Clause 12.7(b) shall not apply in the event of termination or suspension by reason of non-performance of and/or breach by the Consultant.

- 12.8 In the event of termination pursuant to Clause 12.1 or suspension of the Services under Clause 12.3 by reason of non-performance of and/or breach by the Consultant of the terms of this Appointment, no monies shall be payable to the Consultant until the Client has ascertained the amount of any direct loss and/or damage caused to the Client by the termination or suspension by reason of non-performance or breach by the Consultant of the terms of this Appointment and the Client shall be entitled to deduct the same from any monies otherwise due in accordance with Clause 12.7 or to claim the same from the Consultant as a debt.
- 12.9 Except as set out in Clause 12.7 the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance, loss of contract or other similar losses) arising out of the suspension of the Services or the termination of the Consultant's employment under this Appointment.
- 12.10 Upon any termination or suspension of the Appointment the Consultant shall if required by the Client forthwith deliver to the Client the Documents (whether in the course of preparation or completed).
- 12.11 Termination of the Consultant's employment under this Appointment shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Appointment shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

**13. Compliance**

The Consultant shall perform the Services in accordance with all applicable legislation and comply with all statutory duties relating to the Services and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over a Project or with whose systems a Project is or will be connected, including, without limitation, the duties of a designer and (if applicable) principal designer under the CDM Regulations.

**14. Notices**

- 14.1 Any notice to be given under this Appointment shall be in writing and shall be deemed to be duly given if delivered to the parties' address and number for service as set out in the Order.
- 14.2 Notices shall be delivered by:
- (a) hand; or
  - (b) pre-paid registered or recorded delivery mail
- 14.3 Notices and communications shall be deemed to have been delivered or received in the case of:
- (a) hand delivery on the date of delivery;



- (b) pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted

a notice given under this Appointment is not valid if sent by email.

- 14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15. Entire Agreement and Severability**

- 15.1 This Appointment sets out the entire agreement between the Consultant and the Client and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Client and the Consultant.

- 15.2 If any provision of this Appointment is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Appointment.

**16. Dispute Resolution**

- 16.1 Subject to Clause 16.3, if any dispute or difference arises out of or in connection with this Appointment the parties shall endeavour in good faith to resolve it by negotiation and without excessive formality within five (5) days of a written notice setting out the nature of such dispute or difference.

- 16.2 If the parties are unable to resolve their dispute or difference in accordance with Clause 16.1 then the parties may attempt to settle it by mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

- 16.3 If a dispute of difference arises under this Appointment which either party wishes to refer to adjudication, the Technology and Construction Solicitors Association (TECSA) Adjudication Rules current at the date of the referral (or if there is no current version the previous version) shall apply and the nominating body shall be the President or Vice President for the time being of TECSA.

**17. Law**

This Appointment shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of such enforcement proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**18. Partnership**

If the Consultant is a partnership then each partner shall be jointly and severally liable. The term Consultant shall be deemed to include any additional partner or partners who may be admitted into the partnership of the Consultant during the currency of this Appointment. This

Appointment and the liabilities of the Consultant in this Appointment shall not automatically terminate upon the death, retirement or resignation of any one or more of the partners or upon the admission of an additional partner or partners to the Consultant.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

***[Execution blocks]***

## **Schedule 1 The Services**

All the Services that would reasonably be expected of a cost consultant and contract administrator experienced in carrying out services for projects of a similar size, scope, value, character and complexity to the AGP Programme and each Project including, without limitation:

| [Insert Cost Consultant and Employer's Agent services plus any other FMC Services]

## **Schedule 2 Consultant Price Framework**

[Insert or cross refer to any specific Consultant's Price Framework detailed in its tender].

## Appendix 1 Form of Order

### Form of Order

Date of Order	
Between	
[The Football Foundation] (the “Client”)	[Insert Name] (the “Consultant”)

Project: [ ]	Site: [ ]
Applicant Body: [ ]	

This Order is made in accordance with the agreement dated .....20[ ] (the “Appointment”) and made between the Client and the Consultant for the provision of Services as defined in Appointment, subject to any variations set out in this Order.

#### Project Documents

This Order shall be read in conjunction with, and shall incorporate the provisions of the Appointment. The Consultant is appointed to undertake the required Services for the above named Project in accordance with the Project Documents as listed below:

- (i) This Order
- (ii) The Appointment

#### Variations

This Order constitutes an instruction by the Client to add, omit and/or vary the Services (pursuant to clause 4.6 of the Appointment) and/or to add, amend and/or vary the terms of the Appointment (pursuant to clause 15.1 of the Appointment) in the following ways:

*[insert details of any project specific variations, additions, omissions to the Services and/or the terms of the Appointment]*

#### Contractor

The Contractor in respect of the Project is: [ ]

#### Professional Team

The Professional Team in respect of the Project is: *[include details of any other applicable members of professional team]*

### Third Party Agreements

The Third Party Agreements include: *[include details of particular third party agreements]*

### Scope of Services

The Consultant shall be required to provide the Services as defined in the Appointment, subject to any variations, additions and/or omissions set out in this Order.

### Fee

The Consultant will provide the required Services for the following agreed fee [£ ] (“**Fee**”) payable in accordance with the Appointment and the following schedule of interim and/or stage payments (“**Payment Schedule**”):

*[Insert details of payment schedule]*

The following expenses shall not be included in the Fee:

*[Insert details of additional expenses]*

### Consultant's Key Personnel

The Consultant's key personnel are: [ ]

### Address for service of notice

The Client's address for service of notice is: [ ]

or such other address for service as the Client may have previously notified to the Consultant

The Consultant's address for service of notice is: [ ]

or such other address for service as the Consultant may have previously notified to the Client

### Collateral Warranties/Third Party Rights

The Beneficiaries are: [ ]

Amount to be deducted pursuant to clause 10.1 of the Appointment: [£ ] per warranty

### Insurances

The Consultant shall maintain:

- (a) professional indemnity insurance in accordance with clause 9.1 of the Appointment or, alternatively, in the amount of £[5,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event / [with sub-limits of [ ] for [ ] in the annual aggregate; and

- (b) public liability insurance in the amount of £[10,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

**Entire Agreement**

This Order, together with the documents referred to in it and/or attached to it, and in particular but without prejudice to the generality of the foregoing, the Appointment constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters. This Order shall be effective and binding on the signature and issue by the Client.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

***[Execution Blocks as a Deed]***

## **Appendix 2 Deed of Collateral Warranty**

[See Template form of Collateral warranty appended hereto]



### Appendix 3 Third Party Rights Vesting Notice

To: [Insert name and address of Consultant]

By registered post

Dated:

20

Dear Sirs

**Re Your appointment as [ ] (the Appointment) in respect of [insert Project details] at insert Site address] (the Property)**

We write on behalf of The Football Foundation (the Employer) in respect of your Appointment on the above Project dated [ ].

In accordance with the terms of your Appointment we hereby give notice on behalf of the Employer that the benefit of the rights contained in Appendix 4 of the Appointment in favour of a Beneficiary shall vest in **[insert name of Beneficiary]**, as **[ insert class of Beneficiary ]** of the Property as from the date of this notice.

You are not required to respond to this notice but we would be grateful if you could please acknowledge receipt.

Yours faithfully

[ ]

## **Appendix 4 Third Party Rights**

### **Third Party Rights from the Consultant in favour of a Beneficiary**

#### **1. Comply with the Appointment**

##### **1.1 The Consultant warrants to the Beneficiary that:**

- (a) it has performed and complied, and shall continue to comply, with its obligations under the Appointment, including its obligations to:
  - (i) carry out and fulfil, in all respects, the duties of a designer and/or (if applicable) principal designer under the CDM Regulations.
- (b) it has exercised and shall continue to exercise the Required Standard:
  - (i) when performing the Services.
  - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
  - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
  - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;
- (c) it has complied with any:
  - (i) Act of Parliament
  - (ii) instrument, rule or order made under any Act of Parliament; and
  - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected.

##### **1.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary than it would have if the Beneficiary had been named in the Appointment as the joint client (save in respect of set-off and counterclaim).**

##### **1.3 The Consultant's duties or liabilities to the Beneficiary shall not be negated or diminished by:**

- (a) any approval or inspection of:
  - (i) the Property; or
  - (ii) the Project; or
  - (iii) any designs or specifications for the Property or the Project;

- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client

- 1.4 These rights shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

## **2. No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under these rights.

## **3. Copyright**

- 3.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 3.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 3.1 does not and will not infringe the Intellectual Property Rights of any third party.
- 3.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.
- 3.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

## **4. Professional Indemnity Insurance**

- 4.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £[5,000,000] in respect of each and every claim in accordance with the Appointment until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.
- 4.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 4 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary

whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

4.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

4.4 The insurance referred to in Clause 4.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**5. Liability period**

The Beneficiary may not commence any legal action against the Consultant under these rights after 12 years from the date of practical completion of the Project under the Building Contract.

**6. Assignment**

6.1 The Beneficiary may assign the benefit of these rights (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 6.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of these rights are assigned under Clause 6.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to notice vesting these rights. Notwithstanding any other provisions of these rights, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under these rights or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

**7. Notices**

The provisions of the notices clause of the Appointment shall govern the service of notices pursuant to this schedule subject to any references to the Appointment being deemed to be references to this schedule.

**8. Governing law and jurisdiction**

These rights and undertakings shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).

**DATE**

**20[]**

**(1) The Football Foundation**

**(2) [                      ]**

**Professional Appointment  
for [Lead] Design Consultancy Services  
Artificial grass pitches projects**

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THIS DEED IS DATED

20[ ]

## PARTIES

- (1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the '**Client**', which expression shall include successors in title (including a statutory successor in title) and/or permitted assignees); and
- (2) [ ] (company number [ ]) whose registered office is at [ ] (the '**Consultant**')

each a **Party** and together the **Parties** for the purpose of this Appointment.

## RECITALS

- (A) The Client intends to carry out various Projects.
- (B) The Client and the Consultant wish to enter into an appointment in respect of the provision of [[lead] design][specialist testing] consultancy services for artificial grass pitches 2024-2028 programme in connection with each Project.
- (C) The contract in respect of each Project will be created by signing an Order which incorporates by reference the terms and conditions set out in this appointment.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

#### 1.1 In this Appointment the following words and expressions shall have the following meanings:

<b>'Applicant Body'</b>	the ultimate beneficiary of a Project specified in the Order;
<b>'Appointment'</b>	the terms and conditions of this appointment together with all recitals, schedules and appendices to it and any addition or amendment of the same and, for the avoidance of doubt, any Order signed pursuant to this appointment;
<b>'AGP Programme'</b>	the framework for the design and construction of artificial grass pitches [involving several Applicant Bodies] for Projects during the period 2024-2028
<b>'Beneficiary'</b>	means the Client (where there are sub-consultant collateral warranties), the Applicant Body and/or any other third party beneficiary set out in the Order;
<b>'Building Contract'</b>	the building contract or contracts for the carrying out of a Project entered into or to be entered into between the Client and the Contractor;

<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including any Approved Code of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Construction Act'</b>	means the Housing Grants, Construction and Regeneration Act 1996, including any amendment, variation or re- enactment thereof;
<b>'Construction Products Regulations'</b>	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
<b>'Contractor'</b>	the contractor referred to in the Order or any other such contractor or contractors appointed or to be appointed by the Client under the Building Contract to execute all or any part of the Project;
<b>'Documents'</b>	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with a Project using the standard of care set out at Clause 4.3;
<b>'Duties'</b>	the duties imposed on the Client under the CDM Regulations;
<b>'Fee'</b>	the fee set out in the Order;
<b>'Funder'</b>	a person providing finance in connection with any Project or a completed Project, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
<b>'Group Company'</b>	means any subsidiary or holding company of the Client or another subsidiary or holding company of such company as subsidiary or holding company are defined in section 1159 Companies Act 2006;
<b>'Insolvency Event'</b>	means, where the Consultant is a body corporate any of the following occur:



1. When it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
2. On the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
3. On the passing of a resolution for voluntary winding up without a declaration of solvency under section 89 of that Act; or
4. On the making of a winding-up order under Part IV or V of that Act; or

Where the Consultant is a partnership it becomes insolvent:

1. On the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
2. When sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors; or

The Consultant as an individual becomes insolvent:

1. On the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
2. On the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors; and/or

The Consultant becomes insolvent if:

1. He enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
2. (in the case the Consultant is a partnership) each partner is the subject of an individual

arrangement or any other event or proceedings referred to here; and

any event analogous to any of the above occurs in any jurisdiction in which the Consultant is incorporated, carries on business or has any assets;

**'Intellectual Property Rights'**

the existing and future copyright, intellectual property rights and/or any other rights of a similar nature in the Documents (including without limitation patents, trademarks, designs, design rights, copyright, investments, trade secrets, know-how and confidential information) and all applications for protection of the same;

**'Order'**

an order in the form annexed at Appendix 1 issued to the Consultant by the Client calling off the Services for a Project and incorporating by reference the terms and conditions of this appointment;

**'Professional Team'**

the consultant or consultants referred to in the Order or such Professional Team as may be appointed from time to time in relation to a Project;

**'Professional Team Appointments'**

the appointments entered into between the Client and the various members of the Professional Team;

**'Project'**

the Project described in the Order;

**'Services'**

the services set out in Schedule 1;

**'Third Party Agreements'**

means all agreements relating to or affecting a Project or the Site which have been entered into or may be entered into by the Client and/or any Group Company from time to time and disclosed to the Consultant (whether on or before the date of this Appointment or after the date of this Appointment) including without limitation any agreement for lease, sale agreement and/or funding agreement and those (if any) set out in the Order;

**'Site'**

the land identified in the Order;

**'Start Date'**

the date the Consultant first performed any services in connection with this Appointment;

**'VAT'**

value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable;

**'Working Days'**

means any day except Saturday, Sunday and bank or other public holidays in England.

- 1.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.
- 1.3 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Appointment.
- 1.4 The Consultant acknowledges and confirms that in entering into this Appointment it has placed no reliance upon any statement, representation or warranty made or given by the Client which is not set out in this Appointment.
- 1.5 If any term, condition or provision of this Appointment is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Appointment.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. Appointment and Key Personnel**

- 2.1 The Client appoints the Consultant to provide the lead design consultancy services to facilitate the AGP Programme and each Project.
- 2.2 Regardless of the date of this Appointment it shall be effective from the Start Date.
- 2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project.
- 2.4 The Consultant shall provide the key personnel identified in the Order. No change may be made to the identity of any of the key personnel without the prior written approval of the Client.
- 2.5 The Client may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in the Order) from the Site or from any further participation in the Project.
- 2.6 The Consultant shall comply with any reasonable instructions issued by the Client in respect of any matter connected with the Project and the Services.

**3. Conduct**

- 3.1 This Appointment requires the Parties to each adopt and encourage collaborative behaviour and to seek to identify and eliminate any behaviour which is found to be uncollaborative.
- 3.2 It is expected that all members of a Project team will be the best people for the required Services and the Client expects team members to stay involved and committed to a Project until its completion (or otherwise for the duration of their employment by the Consultant).

3.3 The Consultant shall ensure that no Services are performed in a manner which might bring the Client into disrepute.

#### 4. **Performance of Services**

4.1 The Consultant shall perform the Services in compliance with this Appointment.

4.2 In performing the Services the Consultant shall comply with the brief, budget and programme requirements for the AGP Programme and each Project provided by the Client, as those may reasonably be adjusted from time to time. If the Consultant becomes aware of any circumstances which may prevent a Project from proceeding according to those requirements, then the Consultant is to notify the Client in writing immediately.

4.3 Subject always to complying with the requirements under the CDM Regulations, in performing the Services the Consultant shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced designer of the applicable design discipline in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the AGP Programme and each Project.

4.4 The Consultant shall at all times keep the Client fully and properly informed of all aspects of the progress and execution of the Project and provide such information and advice to the Client and such other persons as the Client may reasonably require or as may be appropriate and in particular give the Client notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that a Contractor and the Professional Team are not prevented or delayed in their work.

4.5.1 [The Consultant shall act as lead design consultant for each Project and:

- (a) co-ordinate the design services of the Professional Team;
- (b) give instructions to the Professional Team as necessary to co-ordinate the design services of the Professional Team and any Contractor;
- (c) schedule the activities of the Professional Team to comply with the AGP Programme and/or programme for each Project; and
- (d) notify the Client of any failure by a member of the Professional Team to comply with the AGP Programme and/or programme for each Project; and
- (e) notify the Client if the AGP Programme or a Project is delayed or is likely to be delayed, setting out the cause of the delay and its likely duration]

4.5.2 The Consultant shall liaise with the [lead design consultant,] Professional Team and a Contractor, any sub-contractors and suppliers for the co-ordination and integration of their respective services with the Consultant's Services for each Project.

4.6 The Client (and no other member of the Professional Team) shall be entitled to instruct variations to the Services. A variation to the Services may include the omission of work and such omitted work may be carried out by others, the Client, or by others engaged by the

Client. Where the Client instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance or other similar losses) arising out of that omission.

- 4.7 Notwithstanding anything to the contrary in this Appointment any additional services and/or works required as a result of any negligence or other breach of this Appointment by the Consultant shall be provided without cost to the Client.
- 4.8 The Consultant warrants that it has not specified and shall not specify or approve for use in the Project any substances, materials, equipment, products, kits, building practices or techniques not in conformity with any relevant British Standard or codes of practice or which are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used and/or have been supplied or placed on the market in breach of the Construction Products Regulations and shall use the standard of care referred to in Clause 4.3 to notify the Client should the Consultant become aware of any use of such materials in the performance of its inspection duties under this Appointment (if any) to ensure that no such materials are used in the Project.
- 4.9 The Consultant warrants to the Client that the Consultant has used and will continue to use the level of skill, care and diligence set out in Clause 4.3 to ensure that the Documents supplied or prepared by the Consultant shall meet the requirements of the Client.
- 4.10 The Consultant shall not make any alteration or addition to or omission from the Services nor the design of the Project without the prior written consent of the Client nor except in an emergency (save for a health and safety related emergency ('health and safety emergency')) issue any instruction, give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme without the Client's prior written approval. The Consultant shall notify the Client promptly, time being of the essence, of the actions taken by the Consultant following such a health & safety emergency, and shall notify the Client promptly where design or Services related changes are required due to health and safety reasons (but excluding a health & safety emergency) and/or to ensure compliance with the CDM Regulations.
- 4.11 The Consultant shall liaise as necessary with any sub-contractors and/or suppliers to the intent that the overall design of a Project shall be fully integrated.
- 4.12 The Consultant shall:
- (a) perform its duties under this Appointment so that no act, omission or default shall constitute, cause or contribute towards a breach of duties and obligations of the Client and/or a Group Company under any or all of the Third Party Agreements and/or any Building Contract; and
  - (b) comply with procedures laid down in any or all of the Third Party Agreements for drawdown of funding (where applicable) and for the approval of or changes in design, specifications or materials and for the inspection of a Project prior to the issue of any certificates of practical completion or certificate of making good defects under any Building Contract.

- 4.13 The Consultant shall visit the Site as often as is necessary to ensure the proper performance of the Services throughout the period from the date of possession specified in a Building Contract to the date of practical completion of a Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at appropriate intervals agreed with the Client for each Project; and shall participate in project meetings and/or any other meetings on or near the Site as and when reasonably required.
- 4.14 Coordination and supply of information and duties of the Client
- (a) The Client acknowledges that it is responsible for the Duties imposed by the CDM Regulations and that in delivering the Duties it is relying on the guidance and assistance of the Consultant to assist the Client in complying with its Duties.
  - (b) The Client must provide to the Consultant such information in the possession of the Client and assistance as the Consultant may reasonably require for the performance of the Services and shall use reasonable endeavours to procure that the Professional Team and any Contractor engaged do so likewise, provided that the Consultant requests such information and assistance in sufficient time and acts reasonably.

## 5. Fees and Payment

- 5.1 Subject to the proper performance by the Consultant of its obligations under this Appointment and to Clause 12 (Termination and Suspension) the Client shall pay or procure the payment to the Consultant of the Fee in respect of the Services. The Fee shall be calculated in accordance with the rates/Consultant price framework detailed in Schedule 2 hereto and these rates are fixed for the duration of this Appointment unless otherwise agreed by the Client. The Fee also includes all expenses, overheads and disbursements of the Consultant.
- 5.2 The Client shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Client any such additional fee to be agreed between the Client and the Consultant prior to compliance with the written instruction. If no prior written agreement is reached in respect of an additional fee the Consultant shall carry out the additional services in any event and be entitled to a fair and reasonable additional lump sum. The Consultant warrants to the Client that the Consultant has used and will continue whilst performing the additional services to use the level of skill, care and diligence set out in Clause 4.3 to carry out the additional services. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.
- 5.3 The Fee plus applicable value added tax (where applicable) shall be paid in the monthly instalments and/or stages as set out in the Order.
- 5.4 The Consultant submits a written application for payment on the dates stated in the Order or as the case may be, the occurrence of any other event or after the completion of the relevant stage as referred to in the Order which under the terms of this Appointment gives rise to an entitlement to payment. Any payment provided for in this Appointment shall become due:
- (a) 7 days after such written application for payment is received by the Client; or (if later),
  - (b) the receipt by the Client of a VAT invoice (or its equivalent) together with any supporting documents that are reasonably necessary to check the invoice.

and such written application for payment pursuant to sub-clause 5.4(a) and 5.4(b) shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which that sum is calculated.

- 5.5 The Client shall not later than 5 days of the payment becoming due issue to the Consultant a payment notice specifying the amount of any payment or payments which he considers to be due and the basis on which it is or they are calculated (the notified sum).
- 5.6 The final date for the making of any payment shall be 30 days after the date on which that payment becomes due.
- 5.7 Subject to Clause 5.9 and unless the Client has served a notice under Clause 5.8 it shall pay the sum referred to in Clause 5.5 (or if notice has not been served under Clause 5.5, the sum referred to in the invoice served by the party in Clause 5.4) on or before the final date for payment of each invoice.
- 5.8 The Client may not pay less than the notified sum due under this Appointment as referred to Clause 5.7 unless not less than two days before the final date for payment (in this Clause 5 the 'prescribed period') he has given a notice to the Consultant that it intends to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall set out the sum the payer considers is due on the date the pay less notice is served and the basis on which that sum is calculated.
- 5.9 If the Consultant becomes Insolvent (as defined under Section 113 of the Construction Act) after the prescribed period the Client shall not be required to pay the Consultant.
- 5.10 For the purposes of Clause 5, where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date and where the period would include Christmas Day or Good Friday or a day which is a public holiday in the country in which the Site is located then that day shall be excluded.
- 5.11 If the Client fails to pay the amount, or any part thereof, due to the Consultant by the final date for payment, the amount remaining unpaid shall bear simple interest only at the rate of two per cent (2%) over the Bank of England base rate current at the date that the payment became overdue which the parties agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.

## **6. Intellectual Property**

- 6.1 The Consultant grants to the Client with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the AGP Programme and a Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, marketing reinstatement, repair, modification, extension, use, letting, sale and fitting out of a Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Client or any sub-licensee or permitted assignee of the Client for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 6.2 The Consultant warrants and undertakes to the Client that the licence granted by Clause 6.1 does not and will not infringe any Intellectual Property Rights, and indemnifies the Client in respect of any legal liability and related costs arising or in connection with such infringement.

- 6.3 The Consultant shall, if so requested by the Client at any time (including upon the termination of the Consultant's engagement under this Appointment), give the Client access to the negatives and/or copies of all Documents subject in the latter case to the Client paying the Consultant's reasonable copying charges.
- 6.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.
7. **Assignment**
- 7.1 The Client may assign (without the Consultant's consent) the rights and/or benefits under this Appointment:
- (a) on two occasions to any person or entity; and
  - (b) without counting as an assignment under Clause 7.1(a):
    - (i) by way of security to a Funder (including any reassignment on redemption of security); or
    - (ii) to and from a Group Company.
- 7.2 The Consultant shall not assign, novate or otherwise transfer this Appointment (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Client.
- 7.3 The Consultant shall not contend in defence of any proceedings by the beneficiary of any assignment under this Appointment or otherwise that the Consultant's liability to the beneficiary of any assignment is affected or diminished where the Client has suffered no loss or a loss different from the beneficiary of any assignment by reason of any breach of this Appointment by the Client.
8. **Sub-letting**
- 8.1 The Consultant shall not sub-contract the performance of any of the Services without the Client's prior written consent (which consent may be deemed granted for those sub-contractors outlined in the Consultant's original tender) . The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.
- 8.2 Notwithstanding any sub-contracting pursuant to Clause 8.1, the Consultant shall be responsible for:
- (a) checking the work carried out by any sub-consultant or third party to ensure that it complies with the overall design intent; and
  - (b) the co-ordination and integration of such work into the design of a Project.
- 8.3 The appointment of any third party to carry out any design work on behalf of the Consultant shall not in any way relieve the Consultant of its obligations under this Appointment.



**9. Insurance**

- 9.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under this Appointment for an indemnity limit of no less than £[5],000,000.00 in respect of any one occurrence from the date of this Appointment until the date which is twelve years after the date of practical completion of each Project under the applicable Building Contract (or 12 years from termination of this Appointment if earlier) subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.
- 9.2 The Consultant shall Immediately give notice to the Client in the event of any inability or failure to effect or maintain any such policy required by this Clause 9 in order that the Client and the Consultant can discuss reasonable means of protecting the Client whereupon the Consultant shall then take such reasonable steps as may be requested by the Client;
- 9.3 Within 5 Working Days of issue of an Order and thereafter on request, the Consultant shall produce to the Client from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.
- 9.4 The insurance referred to in Clause 9.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**10. Deeds of Collateral Warranty or Third Party Rights**

- 10.1 The Consultant shall within 7 Working Days of the Client's request so to do enter into (and shall procure from its sub-consultants, if any, if and when requested) deeds of collateral warranty in favour of any one or more of the Beneficiaries, and such deeds of collateral warranty to be in the form set out in Appendix 2 subject only to such reasonable amendments as may be agreed by the Client. If the Consultant fails to procure the execution and delivery of any collateral warranty pursuant to this clause then notwithstanding any other term of this Appointment, the Client may deduct such amount (if any) specified in the Order from the Fee or the sums that would otherwise be due to the Consultant under this Appointment, until the Consultant procures such execution and delivery.
- 10.2 Instead of deeds of collateral warranty pursuant to Clause 10.1 of this Appointment, the Client may, in its absolute discretion, grant the rights referred to in Appendix 4 in favour of any one or more of the Beneficiaries. Such a notice shall be in the form set out in Appendix 3 and take effect on the date of the notice. The Client's notice shall state the name of the person to whom the rights are granted and details of how they constitute a Beneficiary. For the avoidance of doubt where a Beneficiary has been provided rights pursuant to this Clause 10.2 in respect of a Project that same Beneficiary shall not be entitled to a deed of collateral warranty pursuant to Clause 10.1 for the same Project.
- 10.3 Where third party rights have been vested under clause 10.2 of this Appointment the rights of the Client and/or the Consultant to:

- (a) terminate the Consultant's engagement under this Appointment (whether under Clause 12 or otherwise), or to agree to rescind this Appointment;
- (b) agree to amend or otherwise vary or to waive the terms of this Appointment; or
- (c) agree to settle any dispute or other matter arising out of or in connection with this Appointment on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any Beneficiary.

- 10.4 The parties acknowledge that following commercial discussions between the parties in respect of this Appointment, including in relation to the Client's legitimate interests in undertaking the Project, the Consultant agrees that the Client is entitled to deduct the sums pursuant to Clause 10.1 of this Appointment (the 'Provision') in accordance with that Provision. The Consultant acknowledges that any such deduction is not a secondary obligation that imposes a detriment on the Consultant which is out of proportion to the legitimate interests of the Client in the enforcement of the Provision or this Appointment, and any sum which may be deducted is not extravagant, exorbitant or unconscionable. The parties further acknowledge that they have taken legal or other professional advice in respect of this Appointment, and that both parties have comparable bargaining power.

#### 11. **Contracts (Rights of Third Parties) Act 1999**

Subject to Clause 10, this Appointment shall not be construed as providing or purporting to confer a benefit on any party who is not a party to this Appointment.

#### 12. **Termination and Suspension**

- 12.1 If the Consultant fails to comply with any of the provisions of this Appointment and fails to rectify such non-compliance within 14 days of a written notice from the Client requiring rectification then the Client may give the Consultant a further written notice terminating the Consultant's employment under this Appointment forthwith or at such other time as may be specified in that notice, or the Consultant suffers an Insolvency Event then the Client may by giving no less than five (5) Working Days' notice in writing terminate the Consultant's employment under this Appointment.
- 12.2 The Client shall be entitled at any time in its absolute discretion to terminate the employment of the Consultant under this Appointment by giving no less than 28 days' notice in writing.
- 12.3 The Client may by notice in writing suspend the performance of all or part of the Services.
- 12.4 In the event of termination under Clauses 12.1 or 12.2 or suspension under Clause 12.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.
- 12.5 In the event of a suspension of the Services under Clause 12.3, the Client may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.
- 12.6 In the event of a suspension of the Services for longer than 6 months, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are

given by the Client within 28 days after the Consultant's request, the employment of the Consultant shall determine upon the expiry of that 28 day period.

12.7 Subject to Clause 12.8 in the event of termination under Clause 12.1, 12.2 or 12.6 or upon suspension of the Services under Clause 12.3, the Consultant shall be entitled to:

- (a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension;
- (b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such suspension provided that the Consultant has taken all reasonable steps to minimise and prevent such costs and expenses and provided further that this Clause 12.7(b) shall not apply in the event of termination or suspension by reason of non-performance of and/or breach by the Consultant.

12.8 In the event of termination pursuant to Clause 12.1 or suspension of the Services under Clause 12.3 by reason of non-performance of and/or breach by the Consultant of the terms of this Appointment, no monies shall be payable to the Consultant until the Client has ascertained the amount of any direct loss and/or damage caused to the Client by the termination or suspension by reason of non-performance or breach by the Consultant of the terms of this Appointment and the Client shall be entitled to deduct the same from any monies otherwise due in accordance with Clause 12.7 or to claim the same from the Consultant as a debt.

12.9 Except as set out in Clause 12.7 the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance, loss of contract or other similar losses) arising out of the suspension of the Services or the termination of the Consultant's employment under this Appointment.

12.10 Upon any termination or suspension of the Appointment the Consultant shall if required by the Client forthwith deliver to the Client the Documents (whether in the course of preparation or completed).

12.11 Termination of the Consultant's employment under this Appointment shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Appointment shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

### 13. **Compliance**

The Consultant shall perform the Services in accordance with all applicable legislation and comply with all statutory duties relating to the Services and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over a Project or with whose systems a Project is or will be connected, including, without limitation, the duties of a designer and (if applicable) principal designer under the CDM Regulations.

**14. Notices**

14.1 Any notice to be given under this Appointment shall be in writing and shall be deemed to be duly given if delivered to the parties' address and number for service as set out in the Order.

14.2 Notices shall be delivered by:

- (a) hand; or
- (b) pre-paid registered or recorded delivery mail

14.3 Notices and communications shall be deemed to have been delivered or received in the case of:

- (a) hand delivery on the date of delivery;
- (b) pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted

a notice given under this Appointment is not valid if sent by email.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15. Entire Agreement and Severability**

15.1 This Appointment sets out the entire agreement between the Consultant and the Client and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Client and the Consultant.

15.2 If any provision of this Appointment is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Appointment.

**16. Dispute Resolution**

16.1 Subject to Clause 16.3, if any dispute or difference arises out of or in connection with this Appointment the parties shall endeavour in good faith to resolve it by negotiation and without excessive formality within five (5) days of a written notice setting out the nature of such dispute or difference.

16.2 If the parties are unable to resolve their dispute or difference in accordance with Clause 16.1 then the parties may attempt to settle it by mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

16.3 If a dispute of difference arises under this Appointment which either party wishes to refer to adjudication, the Technology and Construction Solicitors Association (TECSA) Adjudication Rules current at the date of the referral (or if there is no current version the previous version) shall apply and the nominating body shall be the President or Vice President for the time being of TECSA.

17. **Law**

This Appointment shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of such enforcement proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. **Partnership**

If the Consultant is a partnership then each partner shall be jointly and severally liable. The term Consultant shall be deemed to include any additional partner or partners who may be admitted into the partnership of the Consultant during the currency of this Appointment. This Appointment and the liabilities of the Consultant in this Appointment shall not automatically terminate upon the death, retirement or resignation of any one or more of the partners or upon the admission of an additional partner or partners to the Consultant.

**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

**THE FOOTBALL FOUNDATION** )

acting by two authorised signatories )

.....

Authorised signatory

.....

Authorised signatory

Executed as a Deed by **[CONSULTANT]**

acting by a director, )

in the presence of this witness )

.....

Director

.....

Witness signature

.....

Witness name

.....

Witness address

.....

## **Schedule 1 The Services**

[INSERT APPLICABLE SCOPE OF SERVICES]

**Schedule 2 Consultant Price Framework**

[The Consultant's Price Framework detailed in Appendix A of its tender, a copy of which is appended hereto.]



## Appendix 1 Form of Order

### Form of Order

Date of Order	
Between	
[The Football Foundation] (the “Client”)	[Insert Name] (the “Consultant”)

Project: [ ]	Site: [ ]
Applicant Body: [ ]	

This Order is made in accordance with the agreement dated .....20[ ] (the “Appointment”) and made between the Client and the Consultant for the provision of Services as defined in Appointment, subject to any variations set out in this Order.

#### Project Documents

This Order shall be read in conjunction with, and shall incorporate the provisions of the Appointment. The Consultant is appointed to undertake the required Services for the above named Project in accordance with the Project Documents as listed below:

- (i) This Order
- (ii) The Appointment

#### Variations

This Order constitutes an instruction by the Client to add, omit and/or vary the Services (pursuant to clause 4.6 of the Appointment) and/or to add, amend and/or vary the terms of the Appointment (pursuant to clause 15.1 of the Appointment) in the following ways:

*[insert details of any project specific variations, additions, omissions to the Services and/or the terms of the Appointment]*

#### Contractor

The Contractor in respect of the Project is: [ ]

#### Professional Team

The Professional Team in respect of the Project is: *[include details of any other applicable members of professional team]*

### Third Party Agreements

The Third Party Agreements include: *[include details of particular third party agreements]*

### Scope of Services

The Consultant shall be required to provide the Services as defined in the Appointment, subject to any variations, additions and/or omissions set out in this Order.

### Fee

The Consultant will provide the required Services for the following agreed fee [£ ] (“**Fee**”) payable in accordance with the Appointment and the following schedule of interim and/or stage payments (“**Payment Schedule**”):

*[Insert details of payment schedule]*

The following expenses shall not be included in the Fee:

*[Insert details of additional expenses]*

### Consultant's Key Personnel

The Consultant's key personnel are: [ ]

### Address for service of notice

The Client's address for service of notice is: [ ]

or such other address for service as the Client may have previously notified to the Consultant

The Consultant's address for service of notice is: [ ]

or such other address for service as the Consultant may have previously notified to the Client

### Collateral Warranties/Third Party Rights

The Beneficiaries are: [ ]

Amount to be deducted pursuant to clause 10.1 of the Appointment: [£ ] per warranty

### Insurances

The Consultant shall maintain:

- (a) professional indemnity insurance in accordance with clause 9.1 of the Appointment or, alternatively, in the amount of £[5,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event / [with sub-limits of [ ] for [ ] in the annual aggregate; and

- (b) public liability insurance in the amount of £[10,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

**Entire Agreement**

This Order, together with the documents referred to in it and/or attached to it, and in particular but without prejudice to the generality of the foregoing, the Appointment constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters. This Order shall be effective and binding on the signature and issue by the Client.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

***[Execution Blocks as a Deed]***

## **Appendix 2 Deed of Collateral Warranty**

[See Template form of Collateral warranty appended hereto]

### Appendix 3 Third Party Rights Vesting Notice

To: [Insert name and address of Consultant]

By registered post

Dated:

20

Dear Sirs

**Re Your appointment as [ ] (the Appointment) in respect of [insert Project details] at insert Site address] (the Property)**

We write on behalf of The Football Foundation (the Employer) in respect of your Appointment on the above Project dated [ ].

In accordance with the terms of your Appointment we hereby give notice on behalf of the Employer that the benefit of the rights contained in Appendix 4 of the Appointment in favour of a Beneficiary shall vest in **[insert name of Beneficiary]**, as **[ insert class of Beneficiary ]** of the Property as from the date of this notice.

You are not required to respond to this notice but we would be grateful if you could please acknowledge receipt.

Yours faithfully

[ ]

## **Appendix 4 Third Party Rights**

### **Third Party Rights from the Consultant in favour of a Beneficiary**

#### **1. Comply with the Appointment**

##### **1.1 The Consultant warrants to the Beneficiary that:**

- (a) it has performed and complied, and shall continue to comply, with its obligations under the Appointment, including its obligations to:
  - (i) carry out and fulfil, in all respects, the duties of a designer and/or (if applicable) principal designer under the CDM Regulations.
- (b) it has exercised and shall continue to exercise the Required Standard:
  - (i) when performing the Services.
  - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
  - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
  - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;
- (c) it has complied with any:
  - (i) Act of Parliament
  - (ii) instrument, rule or order made under any Act of Parliament; and
  - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected.

##### **1.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary than it would have if the Beneficiary had been named in the Appointment as the joint client (save in respect of set-off and counterclaim).**

##### **1.3 The Consultant's duties or liabilities to the Beneficiary shall not be negated or diminished by:**

- (a) any approval or inspection of:
  - (i) the Property; or
  - (ii) the Project; or
  - (iii) any designs or specifications for the Property or the Project;

- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client

- 1.4 These rights shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

## **2. No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under these rights.

## **3. Copyright**

- 3.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 3.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 3.1 does not and will not infringe the Intellectual Property Rights of any third party.
- 3.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.
- 3.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

## **4. Professional Indemnity Insurance**

- 4.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £[5,000,000] in respect of each and every claim in accordance with the Appointment until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.
- 4.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 4 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary

whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

4.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

4.4 The insurance referred to in Clause 4.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**5. Liability period**

The Beneficiary may not commence any legal action against the Consultant under these rights after 12 years from the date of practical completion of the Project under the Building Contract.

**6. Assignment**

6.1 The Beneficiary may assign the benefit of these rights (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 6.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of these rights are assigned under Clause 6.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to notice vesting these rights. Notwithstanding any other provisions of these rights, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under these rights or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

**7. Notices**

The provisions of the notices clause of the Appointment shall govern the service of notices pursuant to this schedule subject to any references to the Appointment being deemed to be references to this schedule.

**8. Governing law and jurisdiction**

These rights and undertakings shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).



**DATE**

**20[]**

**(1) The Football Foundation**

**(2) [                      ]**

**Professional Appointment  
or Specialist Testing Consultant (STC)  
re  
Artificial grass pitches projects**

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THIS DEED IS DATED

20[ ]

## PARTIES

- (1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS (the '**Client**', which expression shall include successors in title (including a statutory successor in title) and/or permitted assignees); and
- (2) [ ] (company number [ ]) whose registered office is at [ ] (the '**Consultant**')

each a **Party** and together the **Parties** for the purpose of this Appointment.

## RECITALS

- (A) The Client intends to carry out various Projects. The Client and the Consultant wish to enter into an appointment in respect of the provision of specialist testing consultancy services for artificial grass pitches 2024-2028 programme in connection with each Project.
- (B) The contract in respect of each Project will be created by signing an Order which incorporates by reference the terms and conditions set out in this appointment.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

#### 1.1 In this Appointment the following words and expressions shall have the following meanings:

<b>'Applicant Body'</b>	the ultimate beneficiary of a Project specified in the Order;
<b>'Appointment'</b>	the terms and conditions of this appointment together with all recitals, schedules and appendices to it and any addition or amendment of the same and, for the avoidance of doubt, any Order signed pursuant to this appointment;
<b>'AGP Programme'</b>	the framework for the design and construction of artificial grass pitches [involving several Applicant Bodies] for Projects during the period 2024-2028
<b>'Beneficiary'</b>	means the Client (where there are sub-consultant collateral warranties), the Applicant Body and/or any other third party beneficiary set out in the Order;
<b>'Building Contract'</b>	the building contract or contracts for the carrying out of a Project entered into or to be entered into between the Client and the Contractor;
<b>'CDM Regulations'</b>	the Construction (Design and Management) Regulations 2015 (SI 2015/51), and any related guidance requirements including any Approved Code

	of Practice, amended or replaced from time to time by the Health & Safety Executive;
<b>'Construction Act'</b>	means the Housing Grants, Construction and Regeneration Act 1996, including any amendment, variation or re- enactment thereof;
<b>'Construction Products Regulations'</b>	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387)
<b>'Contractor'</b>	the contractor referred to in the Order or any other such contractor or contractors appointed or to be appointed by the Client under the Building Contract to execute all or any part of the Project;
<b>'Documents'</b>	all the information, formulae, data, drawings, models, plans, elevations, sections, perspectives, specifications, schedules, designs (including those prepared on any CAD system), reports prints, samples and other similar design documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared or provided by or on behalf of the Consultant in connection with a Project using the standard of care set out at Clause 4.3;
<b>'Duties'</b>	the duties imposed on the Client under the CDM Regulations;
<b>'Fee'</b>	the fee set out in the Order;
<b>'Funder'</b>	a person providing finance in connection with any Project or a completed Project, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
<b>'Group Company'</b>	means any subsidiary or holding company of the Client or another subsidiary or holding company of such company as subsidiary or holding company are defined in section 1159 Companies Act 2006;
<b>'Insolvency Event'</b>	means, where the Consultant is a body corporate any of the following occur: <ol style="list-style-type: none"> <li>1. When it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;</li> <li>2. On the appointment of an administrative receiver or a receiver or manager of its</li> </ol>

property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;

3. On the passing of a resolution for voluntary winding up without a declaration of solvency under section 89 of that Act; or
4. On the making of a winding-up order under Part IV or V of that Act; or

Where the Consultant is a partnership it becomes insolvent:

1. On the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
2. When sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors; or

The Consultant as an individual becomes insolvent:

1. On the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
2. On the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors; and/or

The Consultant becomes insolvent if:

1. He enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
2. (in the case the Consultant is a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to here; and

	any event analogous to any of the above occurs in any jurisdiction in which the Consultant is incorporated, carries on business or has any assets;
<b>'Intellectual Property Rights'</b>	the existing and future copyright, intellectual property rights and/or any other rights of a similar nature in the Documents (including without limitation patents, trademarks, designs, design rights, copyright, investments, trade secrets, know-how and confidential information) and all applications for protection of the same;
<b>'Order'</b>	an order in the form annexed at Appendix 1 issued to the Consultant by the Client calling off the Services for a Project and incorporating by reference the terms and conditions of this appointment;
<b>'Professional Team'</b>	the consultant or consultants referred to in the Order or such Professional Team as may be appointed from time to time in relation to a Project;
<b>'Professional Team Appointments'</b>	the appointments entered into between the Client and the various members of the Professional Team;
<b>'Project'</b>	the Project described in the Order;
<b>'Services'</b>	the services set out in Schedule 1;
<b>'Third Party Agreements'</b>	means all agreements relating to or affecting a Project or the Site which have been entered into or may be entered into by the Client and/or any Group Company from time to time and disclosed to the Consultant (whether on or before the date of this Appointment or after the date of this Appointment) including without limitation any agreement for lease, sale agreement and/or funding agreement and those (if any) set out in the Order;
<b>'Site'</b>	the land identified in the Order;
<b>'Start Date'</b>	the date the Consultant first performed any services in connection with this Appointment;
<b>'VAT'</b>	value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable;
<b>'Working Days'</b>	means any day except Saturday, Sunday and bank or other public holidays in England.

- 1.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.
- 1.3 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Appointment.
- 1.4 The Consultant acknowledges and confirms that in entering into this Appointment it has placed no reliance upon any statement, representation or warranty made or given by the Client which is not set out in this Appointment.
- 1.5 If any term, condition or provision of this Appointment is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Appointment.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Appointment and Key Personnel**

- 2.1 The Client appoints the Consultant to be the Specialist Testing Consultant to facilitate the AGP Programme and each Project.
- 2.2 Regardless of the date of this Appointment it shall be effective from the Start Date.
- 2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project.
- 2.4 The Consultant shall provide the key personnel identified in the Order. No change may be made to the identity of any of the key personnel without the prior written approval of the Client.
- 2.5 The Client may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in the Order) from the Site or from any further participation in the Project.
- 2.6 The Consultant shall comply with any reasonable instructions issued by the Client in respect of any matter connected with the Project and the Services.

## **3. Conduct**

- 3.1 This Appointment requires the Parties to each adopt and encourage collaborative behaviour and to seek to identify and eliminate any behaviour which is found to be uncollaborative.
- 3.2 It is expected that all members of a Project team will be the best people for the required Services and the Client expects team members to stay involved and committed to a Project until its completion (or otherwise for the duration of their employment by the Consultant).
- 3.3 The Consultant shall ensure that no Services are performed in a manner which might bring the Client into disrepute.

#### **4. Performance of Services**

- 4.1 The Consultant shall perform the Services in compliance with this Appointment.
- 4.2 In performing the Services the Consultant shall comply with the brief, budget and programme requirements for the AGP Programme and each Project provided by the Client, as those may reasonably be adjusted from time to time. If the Consultant becomes aware of any circumstances which may prevent a Project from proceeding according to those requirements, then the Consultant is to notify the Client in writing immediately.
- 4.3 Subject always to complying with the requirements under the CDM Regulations, in performing the Services the Consultant shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced designer of the applicable design discipline in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the AGP Programme and each Project.
- 4.4 The Consultant shall at all times keep the Client fully and properly informed of all aspects of the progress and execution of the Project and provide such information and advice to the Client and such other persons as the Client may reasonably require or as may be appropriate and in particular give the Client notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that a Contractor and the Professional Team are not prevented or delayed in their work.
- 4.5.1 Not used
- 4.5.2 The Consultant shall liaise with the Professional Team and the Contractor, any sub-contractors and suppliers, and shall co-ordinate the Consultant's professional duties with their respective services.
- 4.6 The Client (and no other member of the Professional Team) shall be entitled to instruct variations to the Services. A variation to the Services may include the omission of work and such omitted work may be carried out by others, the Client, or by others engaged by the Client. Where the Client instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance or other similar losses) arising out of that omission.
- 4.7 Notwithstanding anything to the contrary in this Appointment any additional services and/or works required as a result of any negligence or other breach of this Appointment by the Consultant shall be provided without cost to the Client.
- 4.8 The Consultant warrants that it has not specified and shall not specify or approve for use in the Project any substances, materials, equipment, products, kits, building practices or techniques not in conformity with any relevant British Standard or codes of practice or which are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety of any person or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used and/or have been supplied or placed on the market in breach of the Construction Products Regulations and shall use the standard of care referred to in Clause 4.3 to notify the Client should the Consultant become aware of any



use of such materials in the performance of its inspection duties under this Appointment (if any) to ensure that no such materials are used in the Project.

- 4.9 The Consultant warrants to the Client that the Consultant has used and will continue to use the level of skill, care and diligence set out in Clause 4.3 to ensure that the Documents supplied or prepared by the Consultant shall meet the requirements of the Client.
- 4.10 The Consultant shall not make any alteration or addition to or omission from the Services nor the design of the Project without the prior written consent of the Client nor except in an emergency (save for a health and safety related emergency ('health and safety emergency')) issue any instruction, give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme without the Client's prior written approval. The Consultant shall notify the Client promptly, time being of the essence, of the actions taken by the Consultant following such a health & safety emergency, and shall notify the Client promptly where design or Services related changes are required due to health and safety reasons (but excluding a health & safety emergency) and/or to ensure compliance with the CDM Regulations.
- 4.11 The Consultant shall liaise as necessary with any sub-contractors and/or suppliers to the intent that the overall design of a Project shall be fully integrated.
- 4.12 The Consultant shall:
- (a) perform its duties under this Appointment so that no act, omission or default shall constitute, cause or contribute towards a breach of duties and obligations of the Client and/or a Group Company under any or all of the Third Party Agreements and/or any Building Contract; and
  - (b) comply with procedures laid down in any or all of the Third Party Agreements for drawdown of funding (where applicable) and for the approval of or changes in design, specifications or materials and for the inspection of a Project prior to the issue of any certificates of practical completion or certificate of making good defects under any Building Contract.
- 4.13 The Consultant shall visit the Site as often as is necessary to ensure the proper performance of the Services throughout the period from the date of possession specified in a Building Contract to the date of practical completion of a Project under the Building Contract. The Consultant shall further ensure that observations of the Site shall be made by the Consultant at appropriate intervals agreed with the Client for each Project; and shall participate in project meetings and/or any other meetings on or near the Site as and when reasonably required.
- 4.14 Coordination and supply of information and duties of the Client
- (a) The Client acknowledges that it is responsible for the Duties imposed by the CDM Regulations and that in delivering the Duties it is relying on the guidance and assistance of the Consultant to assist the Client in complying with its Duties.
  - (b) The Client must provide to the Consultant such information in the possession of the Client and assistance as the Consultant may reasonably require for the performance of the Services and shall use reasonable endeavours to procure that the Professional Team and any Contractor engaged do so likewise, provided that the Consultant requests such information and assistance in sufficient time and acts reasonably.

**5. Fees and Payment**

- 5.1 Subject to the proper performance by the Consultant of its obligations under this Appointment and to Clause 12 (Termination and Suspension) the Client shall pay or procure the payment to the Consultant of the Fee in respect of the Services. The Fee shall be calculated in accordance with the rates/Consultant price framework detailed in Schedule 2 hereto and these rates are fixed for the duration of this Appointment unless otherwise agreed by the Client. The Fee also includes all expenses, overheads and disbursements of the Consultant.
- 5.2 The Client shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Client any such additional fee to be agreed between the Client and the Consultant prior to compliance with the written instruction. If no prior written agreement is reached in respect of an additional fee the Consultant shall carry out the additional services in any event and be entitled to a fair and reasonable additional lump sum. The Consultant warrants to the Client that the Consultant has used and will continue whilst performing the additional services to use the level of skill, care and diligence set out in Clause 4.3 to carry out the additional services. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.
- 5.3 The Fee plus applicable value added tax (where applicable) shall be paid in the monthly instalments and/or stages as set out in the Order.
- 5.4 The Consultant submits a written application for payment on the dates stated in the Order or as the case may be, the occurrence of any other event or after the completion of the relevant stage as referred to in the Order which under the terms of this Appointment gives rise to an entitlement to payment. Any payment provided for in this Appointment shall become due:
- (a) 7 days after such written application for payment is received by the Client; or (if later),
  - (b) the receipt by the Client of a VAT invoice (or its equivalent) together with any supporting documents that are reasonably necessary to check the invoice.
- and such written application for payment pursuant to sub-clause 5.4(a) and 5.4(b) shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which that sum is calculated.
- 5.5 The Client shall not later than 5 days of the payment becoming due issue to the Consultant a payment notice specifying the amount of any payment or payments which he considers to be due and the basis on which it is or they are calculated (the notified sum).
- 5.6 The final date for the making of any payment shall be 30 days after the date on which that payment becomes due.
- 5.7 Subject to Clause 5.9 and unless the Client has served a notice under Clause 5.8 it shall pay the sum referred to in Clause 5.5 (or if notice has not been served under Clause 5.5, the sum referred to in the invoice served by the party in Clause 5.4) on or before the final date for payment of each invoice.
- 5.8 The Client may not pay less than the notified sum due under this Appointment as referred to Clause 5.7 unless not less than two days before the final date for payment (in this Clause 5 the 'prescribed period') he has given a notice to the Consultant that it intends to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall set out the sum the payer

considers is due on the date the pay less notice is served and the basis on which that sum is calculated.

- 5.9 If the Consultant becomes Insolvent (as defined under Section 113 of the Construction Act) after the prescribed period the Client shall not be required to pay the Consultant.
- 5.10 For the purposes of Clause 5, where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date and where the period would include Christmas Day or Good Friday or a day which is a public holiday in the country in which the Site is located then that day shall be excluded.
- 5.11 If the Client fails to pay the amount, or any part thereof, due to the Consultant by the final date for payment, the amount remaining unpaid shall bear simple interest only at the rate of two per cent (2%) over the Bank of England base rate current at the date that the payment became overdue which the parties agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.

## **6. Intellectual Property**

- 6.1 The Consultant grants to the Client with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the AGP Programme and a Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, marketing reinstatement, repair, modification, extension, use, letting, sale and fitting out of a Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Client or any sub-licensee or permitted assignee of the Client for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 6.2 The Consultant warrants and undertakes to the Client that the licence granted by Clause 6.1 does not and will not infringe any Intellectual Property Rights, and indemnifies the Client in respect of any legal liability and related costs arising or in connection with such infringement.
- 6.3 The Consultant shall, if so requested by the Client at any time (including upon the termination of the Consultant's engagement under this Appointment), give the Client access to the negatives and/or copies of all Documents subject in the latter case to the Client paying the Consultant's reasonable copying charges.
- 6.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

## **7. Assignment**

- 7.1 The Client may assign (without the Consultant's consent) the rights and/or benefits under this Appointment:
  - (a) on two occasions to any person or entity; and
  - (b) without counting as an assignment under Clause 7.1(a):

- (i) by way of security to a Funder (including any reassignment on redemption of security); or
- (ii) to and from a Group Company.

7.2 The Consultant shall not assign, novate or otherwise transfer this Appointment (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Client.

7.3 The Consultant shall not contend in defence of any proceedings by the beneficiary of any assignment under this Appointment or otherwise that the Consultant's liability to the beneficiary of any assignment is affected or diminished where the Client has suffered no loss or a loss different from the beneficiary of any assignment by reason of any breach of this Appointment by the Client.

## 8. **Sub-letting**

8.1 The Consultant shall not sub-contract the performance of any of the Services without the Client's prior written consent (which consent may be deemed granted for those sub-contractors outlined in the Consultant's original tender) . The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.

8.2 Notwithstanding any sub-contracting pursuant to Clause 8.1, the Consultant shall be responsible for:

- (a) checking the work carried out by any sub-consultant or third party to ensure that it complies with the overall design intent; and
- (b) the co-ordination and integration of such work into the design of a Project.

8.3 The appointment of any third party to carry out any design work on behalf of the Consultant shall not in any way relieve the Consultant of its obligations under this Appointment.

## 9. **Insurance**

9.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under this Appointment for an indemnity limit of no less than £[5],000,000.00 in respect of any one occurrence from the date of this Appointment until the date which is twelve years after the date of practical completion of each Project under the applicable Building Contract (or 12 years from termination of this Appointment if earlier) subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.

9.2 The Consultant shall Immediately give notice to the Client in the event of any inability or failure to effect or maintain any such policy required by this Clause 9 in order that the Client and the Consultant can discuss reasonable means of protecting the Client whereupon the Consultant shall then take such reasonable steps as may be requested by the Client;

9.3 Within 5 Working Days of issue of an Order and thereafter on request, the Consultant shall produce to the Client from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

9.4 The insurance referred to in Clause 9.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**10. Deeds of Collateral Warranty or Third Party Rights**

10.1 The Consultant shall within 7 Working Days of the Client's request so to do enter into (and shall procure from its sub-consultants, if any, if and when requested) deeds of collateral warranty in favour of any one or more of the Beneficiaries, and such deeds of collateral warranty to be in the form set out in Appendix 2 subject only to such reasonable amendments as may be agreed by the Client. If the Consultant fails to procure the execution and delivery of any collateral warranty pursuant to this clause then notwithstanding any other term of this Appointment, the Client may deduct such amount (if any) specified in the Order from the Fee or the sums that would otherwise be due to the Consultant under this Appointment, until the Consultant procures such execution and delivery.

10.2 Instead of deeds of collateral warranty pursuant to Clause 10.1 of this Appointment, the Client may, in its absolute discretion, grant the rights referred to in Appendix 4 in favour of any one or more of the Beneficiaries. Such a notice shall be in the form set out in Appendix 3 and take effect on the date of the notice. The Client's notice shall state the name of the person to whom the rights are granted and details of how they constitute a Beneficiary. For the avoidance of doubt where a Beneficiary has been provided rights pursuant to this Clause 10.2 in respect of a Project that same Beneficiary shall not be entitled to a deed of collateral warranty pursuant to Clause 10.1 for the same Project.

10.3 Where third party rights have been vested under clause 10.2 of this Appointment the rights of the Client and/or the Consultant to:

- (a) terminate the Consultant's engagement under this Appointment (whether under Clause 12 or otherwise), or to agree to rescind this Appointment;
- (b) agree to amend or otherwise vary or to waive the terms of this Appointment; or
- (c) agree to settle any dispute or other matter arising out of or in connection with this Appointment on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any Beneficiary.

10.4 The parties acknowledge that following commercial discussions between the parties in respect of this Appointment, including in relation to the Client's legitimate interests in undertaking the Project, the Consultant agrees that the Client is entitled to deduct the sums pursuant to Clause 10.1 of this Appointment (the 'Provision') in accordance with that Provision. The Consultant acknowledges that any such deduction is not a secondary obligation that imposes a detriment on the Consultant which is out of proportion to the legitimate interests of the Client in the enforcement of the Provision or this Appointment, and any sum which may be deducted is not extravagant, exorbitant or unconscionable. The parties further acknowledge that they have taken legal or other professional advice in respect of this Appointment, and that both parties have comparable bargaining power.

**11. Contracts (Rights of Third Parties) Act 1999**

Subject to Clause 10, this Appointment shall not be construed as providing or purporting to confer a benefit on any party who is not a party to this Appointment.

**12. Termination and Suspension**

- 12.1 If the Consultant fails to comply with any of the provisions of this Appointment and fails to rectify such non-compliance within 14 days of a written notice from the Client requiring rectification then the Client may give the Consultant a further written notice terminating the Consultant's employment under this Appointment forthwith or at such other time as may be specified in that notice, or the Consultant suffers an Insolvency Event then the Client may by giving no less than five (5) Working Days' notice in writing terminate the Consultant's employment under this Appointment.
- 12.2 The Client shall be entitled at any time in its absolute discretion to terminate the employment of the Consultant under this Appointment by giving no less than 28 days' notice in writing.
- 12.3 The Client may by notice in writing suspend the performance of all or part of the Services.
- 12.4 In the event of termination under Clauses 12.1 or 12.2 or suspension under Clause 12.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.
- 12.5 In the event of a suspension of the Services under Clause 12.3, the Client may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.
- 12.6 In the event of a suspension of the Services for longer than 6 months, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are given by the Client within 28 days after the Consultant's request, the employment of the Consultant shall determine upon the expiry of that 28 day period.
- 12.7 Subject to Clause 12.8 in the event of termination under Clause 12.1, 12.2 or 12.6 or upon suspension of the Services under Clause 12.3, the Consultant shall be entitled to:
- (a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension;
  - (b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such suspension provided that the Consultant has taken all reasonable steps to minimise and prevent such costs and expenses and provided further that this Clause 12.7(b) shall not apply in the event of termination or suspension by reason of non-performance of and/or breach by the Consultant.
- 12.8 In the event of termination pursuant to Clause 12.1 or suspension of the Services under Clause 12.3 by reason of non-performance of and/or breach by the Consultant of the terms of this Appointment, no monies shall be payable to the Consultant until the Client has ascertained the amount of any direct loss and/or damage caused to the Client by the termination or suspension by reason of non- performance or breach by the Consultant of the

terms of this Appointment and the Client shall be entitled to deduct the same from any monies otherwise due in accordance with Clause 12.7 or to claim the same from the Consultant as a debt.

- 12.9 Except as set out in Clause 12.7 the Client shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of chance, loss of contract or other similar losses) arising out of the suspension of the Services or the termination of the Consultant's employment under this Appointment.
- 12.10 Upon any termination or suspension of the Appointment the Consultant shall if required by the Client forthwith deliver to the Client the Documents (whether in the course of preparation or completed).
- 12.11 Termination of the Consultant's employment under this Appointment shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Appointment shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

### 13. **Compliance**

The Consultant shall perform the Services in accordance with all applicable legislation and comply with all statutory duties relating to the Services and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has jurisdiction over a Project or with whose systems a Project is or will be connected, including, without limitation, the duties of a designer and (if applicable) principal designer under the CDM Regulations.

### 14. **Notices**

- 14.1 Any notice to be given under this Appointment shall be in writing and shall be deemed to be duly given if delivered to the parties' address and number for service as set out in the Order.
- 14.2 Notices shall be delivered by:
  - (a) hand; or
  - (b) pre-paid registered or recorded delivery mail
- 14.3 Notices and communications shall be deemed to have been delivered or received in the case of:
  - (a) hand delivery on the date of delivery;
  - (b) pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted

a notice given under this Appointment is not valid if sent by email.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. **Entire Agreement and Severability**

15.1 This Appointment sets out the entire agreement between the Consultant and the Client and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Client and the Consultant.

15.2 If any provision of this Appointment is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Appointment.

16. **Dispute Resolution**

16.1 Subject to Clause 16.3, if any dispute or difference arises out of or in connection with this Appointment the parties shall endeavour in good faith to resolve it by negotiation and without excessive formality within five (5) days of a written notice setting out the nature of such dispute or difference.

16.2 If the parties are unable to resolve their dispute or difference in accordance with Clause 16.1 then the parties may attempt to settle it by mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

16.3 If a dispute of difference arises under this Appointment which either party wishes to refer to adjudication, the Technology and Construction Solicitors Association (TECSA) Adjudication Rules current at the date of the referral (or if there is no current version the previous version) shall apply and the nominating body shall be the President or Vice President for the time being of TECSA.

17. **Law**

This Appointment shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of any party to take enforcement proceedings against the other in any other court of competent jurisdiction, nor shall the taking of such enforcement proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. **Partnership**

If the Consultant is a partnership then each partner shall be jointly and severally liable. The term Consultant shall be deemed to include any additional partner or partners who may be admitted into the partnership of the Consultant during the currency of this Appointment. This Appointment and the liabilities of the Consultant in this Appointment shall not automatically terminate upon the death, retirement or resignation of any one or more of the partners or upon the admission of an additional partner or partners to the Consultant.



**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

**THE FOOTBALL FOUNDATION** )

acting by two authorised signatories )

.....

Authorised signatory

.....

Authorised signatory

Executed as a Deed by **[CONSULTANT]**

acting by a director, )

in the presence of this witness )

.....

Director

.....

Witness signature

.....

Witness name

.....

Witness address

.....

## **Schedule 1 The Services**

[INSERT APPLICABLE SCOPE OF SERVICES]

**Schedule 2 Consultant Price Framework**

[The Consultant's Price Framework detailed in Appendix A of its tender, a copy of which is appended hereto.]

## Appendix 1 Form of Order

### Form of Order

Date of Order	
Between	
[The Football Foundation] (the “Client”)	[Insert Name] (the “Consultant”)

Project: [ ]	Site: [ ]
Applicant Body: [ ]	

This Order is made in accordance with the agreement dated .....20[ ] (the “Appointment”) and made between the Client and the Consultant for the provision of Services as defined in Appointment, subject to any variations set out in this Order.

#### Project Documents

This Order shall be read in conjunction with, and shall incorporate the provisions of the Appointment. The Consultant is appointed to undertake the required Services for the above named Project in accordance with the Project Documents as listed below:

- (i) This Order
- (ii) The Appointment

#### Variations

This Order constitutes an instruction by the Client to add, omit and/or vary the Services (pursuant to clause 4.6 of the Appointment) and/or to add, amend and/or vary the terms of the Appointment (pursuant to clause 15.1 of the Appointment) in the following ways:

*[insert details of any project specific variations, additions, omissions to the Services and/or the terms of the Appointment]*

#### Contractor

The Contractor in respect of the Project is: [ ]

#### Professional Team

The Professional Team in respect of the Project is: *[include details of any other applicable members of professional team]*

### Third Party Agreements

The Third Party Agreements include: *[include details of particular third party agreements]*

### Scope of Services

The Consultant shall be required to provide the Services as defined in the Appointment, subject to any variations, additions and/or omissions set out in this Order.

### Fee

The Consultant will provide the required Services for the following agreed fee [£ ] (“**Fee**”) payable in accordance with the Appointment and the following schedule of interim and/or stage payments (“**Payment Schedule**”):

*[Insert details of payment schedule]*

The following expenses shall not be included in the Fee:

*[Insert details of additional expenses]*

### Consultant's Key Personnel

The Consultant's key personnel are: [ ]

### Address for service of notice

The Client's address for service of notice is: [ ]

or such other address for service as the Client may have previously notified to the Consultant

The Consultant's address for service of notice is: [ ]

or such other address for service as the Consultant may have previously notified to the Client

### Collateral Warranties/Third Party Rights

The Beneficiaries are: [ ]

Amount to be deducted pursuant to clause 10.1 of the Appointment: [£ ] per warranty

### Insurances

The Consultant shall maintain:

- (a) professional indemnity insurance in accordance with clause 9.1 of the Appointment or, alternatively, in the amount of £[5,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event / [with sub-limits of [ ] for [ ] in the annual aggregate; and

- (b) public liability insurance in the amount of £[10,000,000.00] for each and every claim / for any one occurrence or series of occurrences arising out of one event.

**Entire Agreement**

This Order, together with the documents referred to in it and/or attached to it, and in particular but without prejudice to the generality of the foregoing, the Appointment constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters. This Order shall be effective and binding on the signature and issue by the Client.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

***[Execution Blocks as a Deed]***

## **Appendix 2 Deed of Collateral Warranty**

[See Template form of Collateral warranty appended hereto]

### Appendix 3 Third Party Rights Vesting Notice

To: [Insert name and address of Consultant]

By registered post

Dated:

20

Dear Sirs

**Re Your appointment as [ ] (the Appointment) in respect of [insert Project details] at insert Site address] (the Property)**

We write on behalf of The Football Foundation (the Employer) in respect of your Appointment on the above Project dated [ ].

In accordance with the terms of your Appointment we hereby give notice on behalf of the Employer that the benefit of the rights contained in Appendix 4 of the Appointment in favour of a Beneficiary shall vest in **[insert name of Beneficiary]**, as **[ insert class of Beneficiary ]** of the Property as from the date of this notice.

You are not required to respond to this notice but we would be grateful if you could please acknowledge receipt.

Yours faithfully

[ ]



## **Appendix 4 Third Party Rights**

### **Third Party Rights from the Consultant in favour of a Beneficiary**

#### **1. Comply with the Appointment**

##### **1.1 The Consultant warrants to the Beneficiary that:**

- (a) it has performed and complied, and shall continue to comply, with its obligations under the Appointment, including its obligations to:
  - (i) carry out and fulfil, in all respects, the duties of a designer and/or (if applicable) principal designer under the CDM Regulations.
- (b) it has exercised and shall continue to exercise the Required Standard:
  - (i) when performing the Services.
  - (ii) not to specify for use any products or materials in the Project, which are Deleterious at the time of specification or use.
  - (iii) to perform the Services and prepare all Documents for those elements of the Project for which the Consultant is responsible according to the programme or, in the absence of a programme, in sufficient time to facilitate the efficient progress of the Project; and
  - (iv) to ensure that the Services comply with all planning agreements, permissions and conditions, where applicable;
- (c) it has complied with any:
  - (i) Act of Parliament
  - (ii) instrument, rule or order made under any Act of Parliament; and
  - (iii) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected.

##### **1.2 The Consultant shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Consultant's professional responsibilities in relation to the Project provided that the Consultant has no greater liability towards the Beneficiary than it would have if the Beneficiary had been named in the Appointment as the joint client (save in respect of set-off and counterclaim).**

##### **1.3 The Consultant's duties or liabilities to the Beneficiary shall not be negated or diminished by:**

- (a) any approval or inspection of:
  - (i) the Property; or
  - (ii) the Project; or
  - (iii) any designs or specifications for the Property or the Project;

- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client

- 1.4 These rights shall not negate or diminish any other liability or otherwise owed to the Beneficiary by the Consultant.

## **2. No instructions to consultant by beneficiary**

The Beneficiary may not give instructions to the Consultant under these rights.

## **3. Copyright**

- 3.1 The Consultant grants to the Beneficiary with immediate effect a royalty-free, irrevocable, non-exclusive, licence to use, reproduce and adapt the Documents for any purpose whatsoever connected with the Project including but without limitation the design, construction, completion, re-construction, maintenance, advertisement, reinstatement, repair, modification, extension, use, letting, sale and fitting out of the Project and the licence granted shall carry the right to grant sub-licences and shall be transferable to third parties provided that the Consultant shall not be liable to the Beneficiary or any sub-licensee or permitted assignee of the Beneficiary for any use of the Documents for any purpose other than that for which the same were prepared by or for the Consultant.
- 3.2 The Consultant warrants and undertakes to the Beneficiary that the licence granted by Clause 3.1 does not and will not infringe the Intellectual Property Rights of any third party.
- 3.3 The Consultant shall, if so requested by the Beneficiary at any time (including upon the termination of the Consultant's engagement under the Appointment), give the Beneficiary access to the negatives and/or copies of all Documents subject in the latter case to the Beneficiary paying the Consultant's reasonable copying charges.
- 3.4 The Consultant waives any rights to be identified as the author of the Documents pursuant to Section 77 of the Copyright Designs and Patents Act 1988 and any right not to have the designs contained in the Documents subjected to derogatory treatment in accordance with Section 80 of that Act.

## **4. Professional Indemnity Insurance**

- 4.1 The Consultant shall immediately effect and maintain professional indemnity insurance covering the performance of the Consultant's duties under the Consultant's Appointment for an indemnity limit of no less than £[5,000,000] in respect of each and every claim in accordance with the Appointment until the date which is twelve years after the date of practical completion of the Project under the Building Contract subject to such insurance being available at commercially reasonable rates and terms to members of the Consultant's profession. Any increases or additional premium required because of the Consultant's claims record or anything particular to the Consultant shall be treated as being within commercially reasonable rates and terms and the Consultant shall be required to maintain the insurance.
- 4.2 The Consultant shall immediately give notice to the Beneficiary in the event of any inability or failure to effect or maintain any such policy required by this Clause 4 in order that the Beneficiary and the Consultant can discuss reasonable means of protecting the Beneficiary

whereupon the Consultant shall then take such reasonable steps as may be requested by the Beneficiary.

4.3 On request, the Consultant shall produce to the Beneficiary from time to time evidence in the form of a broker's/insurer's letter of the terms of its insurance and of the payment of premiums.

4.4 The insurance referred to in Clause 4.1 shall be with reputable insurance companies licensed to carry on business in the United Kingdom and shall not be subject to any material excess or unusual exclusions.

**5. Liability period**

The Beneficiary may not commence any legal action against the Consultant under these rights after 12 years from the date of practical completion of the Project under the Building Contract.

**6. Assignment**

6.1 The Beneficiary may assign the benefit of these rights (without the Consultant's and/or the Client's consent):

(a) on two occasions to any person with an interest in the Project; and

(b) without counting as an assignment under Clause 6.1(a):

(i) by way of security to a Funder (including any reassignment on redemption of security); or

(ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Consultant and the Client of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of these rights are assigned under Clause 6.1 may not recover any sum under this Agreement because that person is an assignee and not a named party to notice vesting these rights. Notwithstanding any other provisions of these rights, the Consultant agrees that it shall not be entitled to contend in defence of proceedings under these rights or otherwise that its liability to the Beneficiary is reduced or affected by virtue of the fact that the Client has suffered no loss or a different loss from the Beneficiary as a consequence of any breach by the Consultant.

**7. Notices**

The provisions of the notices clause of the Appointment shall govern the service of notices pursuant to this schedule subject to any references to the Appointment being deemed to be references to this schedule.

**8. Governing law and jurisdiction**

These rights and undertakings shall be read and construed in accordance with the laws of England and Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non-contractual disputes or claims).

**Part 2**  
**Employer's Requirements**



# Volume 2 Contract

## Schedule 5: Template Documents

### Part 2: Employer's Requirements

Contract Ref:	T10017
Date:	September 2023
Issue:	1

# Document Control

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## Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10017	--	21/09/23	NT	KH		For Client Review

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## 1. Project Particulars

### 1.1. The Project

- 1.1.1. To design, supply and install new AGP pitch and associated works including the following at [insert site address]:-

- Provision of new AGP pitch
- Provision of associated works in connection with the installation of a new AGP Pitch

### 1.2. Description of the Works

- 1.2.1. The works shall comprise of the following:-

- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]
- [insert details of work as a bullet point list of activities]

- 1.2.2. Specific details for the project are provided at **Appendix A – Project Brief**.

- 1.2.3. The term “The Works” shall mean the whole of the Works envisaged by this Contract, including, unless expressly stated otherwise, the Works of Local Authorities and Statutory Undertakings carrying out diversions, extensions and abandonment of, and connections to, mains and services.

- 1.2.4. The Contractor will be required to coordinate the works of specialist contractors who will either be employed directly by the Employer or who will be a named sub-contractor.

### 1.3. Project Brief

- 1.3.1. See **Appendix A – Project Brief**.

### 1.4. Project Specification

- 1.4.1. See **Appendix B – Project Specification**.

### 1.5. Project Timetable

- 1.5.1. The key project milestone dates are set out in **Appendix A – Project Brief**.



## 2. Contract Particulars

### 2.1. Form of Contract

2.1.1. The articles of Agreement and Conditions of Contract will be the [insert details].

### 2.2. Contract Amendments

2.2.1. The Contractor is to allow for compliance with the clauses in the Standard Form, together with the amendments set out at **Appendix C – Contract Amendments**.

2.2.2. The following documents are also required to be entered into [delete as necessary]:-

- Performance Bond, see **Appendix D – Performance Bond**
- Sub-Contractor/Sub-Consultant Warranty, see **Appendix E – Sub-Contractor/Sub-Consultant Warranty**
- Parent Company Guarantee, see **Appendix F – Parent Company Guarantee**

### 2.3. Names of the Parties

2.3.1. The Employer shall be: [insert Employer's name and address]

2.3.2. The Employer's Agent shall be: [insert Employer's Agent's name and address]

2.3.3. The Principal Designer shall be: [insert Principal Designer's name and address]

2.3.4. The Principal Contractor shall be; [insert Principal Contractor's name and address]

## 3. Site Particulars

### 3.1. Site Location/Information

3.1.1. [Insert site address and location]

### 3.2. Site Restrictions

3.2.1. To Be Confirmed with the Local Authority / Highways Department

3.2.2. [insert details relating to any other site restrictions]

### 3.3. Visiting Site

3.3.1. Site visits for the purpose of tendering/site investigation are strictly by appointment only.



3.3.2. Site visits must be arranged by contacting [insert details of the relevant person able to provide access].

### 3.4. Contractor's Site Compound

3.4.1. The site compound must be sited in positions to enable the [insert details of the Employer] to carry out their day to day business and not conflict with essential activities of the [insert details of existing facility, i.e. school/club etc.] Please identify the site compound on your Traffic Management plan with your tender return.

3.4.2. [Insert details of location of a contractor's site compound and any limitations]

### 3.5. Existing Mains/Services

3.5.1. There is no information regarding existing mains, services and drains. The Contractor must locate the exact position of all existing mains, services and drains before commencing work whether shown on the drawings or not. It will be the Contractor's responsibility to satisfy himself as to the accurate location of services on site before commencing work.

### 3.6. Access to Site

3.6.1. Access will be via public thoroughfares.

3.6.2. Reasonable means of pedestrian/vehicular access must be maintained for building users, visitors and the public during the execution of the works. The works will be carried out to cause the minimum inconvenience possible. This must include guarding works against injury to children, school staff, visitors to the school and the general public.

3.6.3. Access to site is not to be blocked by the Contractor's vehicles, plant or materials.

### 3.7. Adjoining Properties

3.7.1. If execution of the works requires entry onto an adjoining property, the Contractor must obtain permission from the occupier of the adjoining property and not trespass.

### 3.8. Parking

3.8.1. No on-site parking will be provided, and contractors vehicles may only park in designated area on the public highway.



3.8.2. The Contractor is not to park, or allow his servants, agents, employees or sub-contractors to illegally park any motor vehicle or motorcycle upon the public highway and footpaths, fire-paths, areas or grassed areas. Pre-allocated car parking may only be used when the driver has obtained a parking permit.

3.8.3. The Contractor shall take all reasonable steps necessary; including alternative means of transport for delivery of operatives and materials, to mitigate the impact of any such parking restrictions and other traffic controls etc. congestion charges. The Employer shall not make any additional payments in respect of meeting the requirements of this clause.

### 3.9. Use of Sites

3.9.1. Do not use the site for any purpose other than carrying out the work. Do not obstruct emergency access routes.

3.9.2. The Contractor will be required to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Tasks.

### 3.10. Risks to Health & Safety

3.10.1. The nature and condition of the site cannot be fully and certainly ascertained before being opened up. The Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the work.

### 3.11. Noise Control

3.11.1. The Contractor's attention is drawn to the Control of Pollution Act 1974 with particular reference to the control of noise on construction sites (part III, Section 60 and 61) and to the Control of Noise (Code of Practice for Construction Sites) Order 1975 (Statutory Instrument 1975 No 2115). Prior Consent under Section 61 of the Act has not been sought and the Local Authority's requirements as to noise levels etc. on the site is not known.



## 4. Tendering Instructions

### 4.1. Tender Award Procedures

- 4.1.1. The Contactor shall respond to the “Project Brief” and these Employer’s Requirements and submit an outline project plan and budget for the works.
- 4.1.2. The Employer’s Agent will execute a contract between the Employer and Contractor to undertake “Pre-Construction Services”.
- 4.1.3. The Contractor shall then work collaboratively with the Project Team to develop the “Design” and undertake supply chain tendering to reach the “Contract Sum” prior to the commencement of the building works.
- 4.1.4. The Employer’s Agent will issue a “Notice to Proceed” to commence the construction works.

### 4.2. Site Visit and Conditions

- 4.2.1. The Contractor will be deemed to have visited the site and to have satisfied himself as to the nature, extent and the character of the work, the supply of and conditions affecting labour, materials and any other matters, which may affect the carrying out of the work.
- 4.2.2. The Contractor must ascertain any requirements concerning access to the site standing vehicles and any restricted times or places for unloading or any other matters affecting the carrying out of this contract.

### 4.3. Extent and Character of Works/Access/Approaches

- 4.3.1. The Contractor shall be deemed to have ascertained the full extent and character of the works, approaches, access and space available for storage, etc. and what restrictions are imposed on his freedom or choice to carry out the work in order that and by such methods as he would otherwise consider to be the most appropriate.

### 4.4. Quality Control Resources

- 4.4.1. A statement must be submitted within one week of the request to do so describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the works, including the work of sub-contractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.





#### 4.5. Contractors Responsibilities for Sub-Contractors

- 4.5.1. The Contractor shall be responsible for the observance of the terms, provisions and conditions of clauses in the contract by sub-contractors employed by the Contractor in the execution of this Contract and shall notify the Client of the names and addresses of all such sub-contractors. Without prejudice to the generality of the foregoing the Contractor shall impose and enforce like requirements on every sub-contractor engaged by him in or about the execution of the Contract works. Failure or neglect on the part of the sub-contractor to perform and observe such terms, provisions and conditions or any one or more of them shall be deemed to be failure or neglect of the Contractor to perform and observe the said terms, provisions and conditions to the intent that all the rights, powers and remedies reserved to the Client by this Contract or otherwise in such event shall apply accordingly.



## 5. Provision, Content and Use of Documents

### 5.1. Definitions and Interpretations

- 5.1.1. IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing. No responsibility can be accepted for verbal instructions not confirmed in writing in accordance with the Contract.
- 5.1.2. APPROVAL (and words derived there from): means the approval in writing of the Employer's Agent unless specified otherwise.
- 5.1.3. PRODUCTS: means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the works.
- 5.1.4. EQUIVALENT PRODUCTS:
- Wherever products are specified by proprietary name and the phrase 'or equivalent' is not included, it is to be deemed included.
  - Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, before ordering the product notify the Employer's Agent and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. Submit certified English translations of any foreign language documents.
  - Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer's guarantees as required by the Employer's Agent.
- 5.1.5. Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying



equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose, compatibility with adjacent construction, availability of compatible accessories and where relevant, the appearance. In advance of ordering notify the Employer's Agent of all such substitutions and, when requested, submit for approval documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

5.1.6. MANUFACTURER AND REFERENCE: Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

5.1.7. SIZES: Unless otherwise stated:

- Products are specified by their co-coordinating sizes.
- Cross section dimensions of timber shown in drawings or in any other documents are nominal sizes before any required planning.

5.1.8. FIX ONLY means all labours in unloading, handling, storing and fixing in position, including use of all plant.

5.1.9. SUPPLY AND FIX: Unless stated otherwise all items given in the schedule of work and/or on the drawings are to be supplied and fixed complete.

## 5.2. Terms used in Refurbishment/Alteration

5.2.1. REMOVE: means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipe work, wiring, ductwork or other services.

5.2.2. KEEP FOR REUSE: means:

- During removal prevent damage to the stated components or materials, and clean off bedding and jointing materials.
- Stack neatly, adequately protect and store until required by the Client or for use in the works as instructed.



#### 5.2.3. REPLACE: means:

- Remove the stated existing components, features and finishes.
- Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed.
- Make good as necessary.

#### 5.2.4. REPAIR: means carry out local remedial work to components, features and finishes as found in the existing building, including replacement of ancillary parts or components. Re-secure or refit as necessary and leave in a sound and neat condition. It does not include:

- Complete replacement of major components.
- Redecoration.

#### 5.2.5. MAKE GOOD: means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include:

- Replacement of components or parts of components.
- Redecoration.

#### 5.2.6. EASE: means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.

#### 5.2.7. TO MATCH EXISTING: means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.

### 5.3. Documents Provided by Contractor/Sub-contractor/Suppliers

#### 5.3.1. PRODUCTION INFORMATION: must be provided by the Contractor as follows:

- Submit to the Employer's Agent for comment not less than one week before the date for completion and make any necessary amendments
- Submit sufficient copies of final version to Employer's Agent for distribution to all affected parties

#### 5.3.2.



5.3.3. TECHNICAL LITERATURE: The Contractor is to keep copies of the following on site, readily accessible for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant BS Codes of Practice.
- BSI Handbook with all current revision sheets included and superseded sheets removed.
- Those parts of BS 8000 Workmanship on building sites which are involved in the specification

5.3.4. MAINTENANCE INSTRUCTIONS AND GUARANTEES:

- Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to Employer's Agent on or before Task Completion.
- Notify the Employer's Agent of telephone numbers for emergency services by Sub-Contractors after completion.

## 5.4. Documents and Vouchers

5.4.1. The Contractor shall retain for production as required by the Client all accounts, vouchers and documents relating to the Contract for a period of twelve years.



## 6. Management of the Contract

### 6.1. Supervision

- 6.1.1. The Contractor shall accept responsibility for coordination, supervision and administration of the Works, including sub-contracts.
- 6.1.2. The Contractor shall arrange and monitor a programme with each sub-contractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
- 6.1.3. The Contractor is to ensure that his identified managers and supervisors engaged on the Contract can be contacted by the Client by means of a mobile phone, and that the Contractor can contact his Supervisors and Operatives by mobile phone to communicate any changes of instruction that are necessary while on site.
- 6.1.4. When Orders and variations have been given by telephone, the Contractor shall immediately upon receipt thereof, apply for and obtain confirmation of such orders and variations in writing under the hand of the Employer's Agent/or via such IT systems as may be in place between the Client and Contractor.
- 6.1.5. The Contractor shall acknowledge and where practical fully respond to emails received from the Client within one working day. The Contractor is to immediately notify the Employer's Agent of any matters likely to delay a full response.

### 6.2. List of Authorised Officers

- 6.2.1. A list of Authorised Officers will be supplied to the Contractor before the commencement of the Contract. This list will be updated throughout the Term Programme to take account of changes in Authorised Officers of the Client.
- 6.2.2. Should the Contractor receive instructions/directions from persons not identified on the list of Authorised Officers, then the Contractor should refer the matter to the Employer's Agent for directions before commencing any tasks.

### 6.3. Programme

- 6.3.1. Before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
  - Design, production information and proposals provided by the Contractor/ sub-contractors/ Suppliers, including inspection and checking.



- Planning and mobilisation by the Contractor.
- Earliest and latest start and finish dates for each activity and identification of all critical activities.
- Running in, adjustment, commissioning and testing of all engineering services and installations.
- Work resulting from instructions issued in regard to the expenditure of any provisional sums.
- Work by or on behalf of the Employer and concurrent with the Contract. The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.

6.3.2. The Programme shall be formulated around the following criteria:

- The Contractor shall not commence works to any area without first having all materials that could reasonably be obtained on Site for the completion of the said works. Once started, work in each area shall be continuous.
- The Contractor shall allow in his Programme for arranging access to carry out necessary Schedules of Condition (If applicable) and the checking of all necessary dimensions prior to manufacture of any components.
- The Contractor will not be permitted to start works until the Programme has been produced by the Contractor and agreed with the Contract Administrator.
- The Contractor must allow for working with the property in occupation and for maintaining all services throughout the Contract.

## 6.4. Control of Costs

6.4.1. Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

## 6.5. Advertising

6.5.1. Advertising in any form in, on or about the Contract is prohibited other than as may be specifically authorised in writing by the Client.



## 6.6. Insurance Claims

- 6.6.1. The Contractor will be responsible for dealing directly with the building owner/user and third parties in respect of those claims that arise out of the Contractor's actions. The Client would anticipate that an initial acknowledgement of the claim be sent to the building owner/user within 5 Working Days. The decision on liability should be communicated to the building owner/user within a reasonable time frame. Any settlements should be paid direct to the building owner/user.
- 6.6.2. Where claims involve personal injury, these must be dealt with in accordance with the pre-action protocol for personal injury claims. All such claims should be referred to the Contractor's liability insurer.
- 6.6.3. The Contractor will keep the Employer's Agent informed of all claims made by the building owner/user or third parties as a consequence of their actions under this contract. Reports shall be made monthly.
- 6.6.4. In the case of serious injury, the Contractor will notify the Employer's Agent immediately

## 6.7. Climatic Conditions

- 6.7.1. Subject to the extent to which the works are affected by adverse weather, keep a record of all relevant data, including as appropriate, maximum and minimum temperatures, the weather conditions affecting the works, the type of works affected and number of hours lost.
- 6.7.2. Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions.

## 6.8. Frost

- 6.8.1. No work liable to damage by freezing shall be carried out when the temperature is below 4° Celsius or as otherwise directed by product manufacturers or current BS/EN Standards. To the extent the works or materials are sensitive to temperature, any new work, including making good and repairs, is to be protected at night when frost may be anticipated. Any damage caused by frost shall be made good by the Contractor at his own expense.





## 6.9. Drying Out

- 6.9.1. Every precaution is to be taken to ensure that all new brickwork, plasterwork, screeds etc. are dried out before any flooring or items of joinery or floor coverings are fixed. Any forced drying shall only be carried out with the use of electric dehumidifier and only after written consent has been obtained from the Employer's Agent.

## 6.10. Ownership

- 6.10.1. Materials arising from the work, including old lead, copper or other second hand materials, are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds and ensure compliance with Waste Management Regulations.

## 6.11. Execution of the Works

- 6.11.1. The works are to be carried out while other building users remain in occupation and the Contractor shall be deemed to have ascertained full particulars of the conditions under which the works are likely to be carried out and their responsibilities for the protection of the existing structures, furniture, fittings, floor coverings, external ornaments, planting etc. The Contractor is to allow for the cost of executing the works with as little noise and inconvenience to the building users and adjoining occupiers as possible.
- 6.11.2. The Contractor is to allow for adequately protecting all existing finishes which are due to remain following the works and for clearing away all such protection on completion.
- 6.11.3. All passages, stairways, landings, balconies, or other means of access shall be kept clean and clear at all times and all services shall be maintained in proper working order.
- 6.11.4. The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.



## 6.12. Liaison with Other Contractors

6.12.1. The Contractor is to note that other works may be carried out concurrently and the Contractor is to allow for working in conjunction with and liaising with the Client and any other Provider or Contractor. Any costs incurred in complying with this requirement are deemed to be included in the Price Framework.

## 6.13. Approvals

6.13.1. Inspection or any other action by the Employer's Agent must not be taken as approval of materials, products or works unless the Employer's Agent so confirms in writing in express terms referring to:

- a) Date of Inspection
- b) Part of the work inspected.
- c) Respects of characteristics which are approved.
- d) Extent and purpose of the approval.
- e) Any associated conditions.

## 6.14. Lifts

6.14.1. Access to existing lift installations should not be required.

## 6.15. Working in Occupied Buildings

6.15.1. Ensure that the security of the buildings is maintained at all times.

6.15.2. The Contractor shall provide all artificial lighting and power for use on the works, pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.

## 6.16. Damage to Property

6.16.1. Any damage to building users or third parties' property, caused by accident or negligence on the Contractor's part including any of his Sub-Contractors, tradesmen or persons whom he has allowed access to will be adequately compensated at the Contractor's expense.

## 6.17. Programming of Works

6.17.1. The Contractor will be required to submit a programme for each project, which shall be updated on an ongoing basis with minimum weekly updates. Submission of



programmes will not relieve the Contractor of his responsibility to advise the Employer's Agent of the need for further drawings or details or instructions in accordance with the Contract.

## 6.18. Security of Unoccupied Premises

6.18.1. The Contractor will be responsible for securing the doors and windows of unoccupied or unattended premises including the reinstatement of temporary door and window coverings as necessary, at the end of each day and during any periods the Contractor is not on site. The cost of undertaking this task is deemed to be included in the Price Framework.

## 6.19. Monitoring

6.19.1. Record progress on a copy of the programme kept on site. If any circumstances arise that may affect the progress of the works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

## 6.20. Employer's Agent Meetings

6.20.1. Meetings will be held as and when required by the Employer's Agent. The Employer's Agent will arrange, chair and minute any meeting he shall deem necessary for the successful running of the contract. The Contractor shall attend all such meetings and he is to inform any nominated person or other Sub-Contractors when their presence is required. All costs arising are deemed to be included in the Price Framework. The Contractor will provide suitable accommodation for such meetings.

## 6.21. Stakeholder Meetings

6.21.1. The Contractor will be required to attend meetings which the Client holds with relevant stakeholders, including representatives from the school where applicable. Such meetings may be outside normal working hours.

6.21.2. The Employer's Agent will inform the Contractor of the time and place of such meetings. The Contractor will be expected to answer questions and suggestions made by the stakeholders. No claim for additional costs in consequence of attendance by the Contractor or his/her duly authorised representative at such meetings will be paid.



## 7. Quality Standards and Control

### 7.1. Material and Work Generally

- 7.1.1. Operatives are to be appropriately skilled and experienced for the type and quality of work. Operatives must be able to produce evidence of relevant skills/qualifications and training when requested.
- 7.1.2. Products should be new and from the same source or manufacturer. The Contractor must ensure provision of the whole quantity of each product required to complete the works and consistent in kind, size, quality and overall appearance.
- 7.1.3. Execution of the works should include fixing and installation of products securely, accurately, plumb, neatly and in alignment. Colour batching is to be consistent throughout the works and different colour batches must not be used where they can be seen together. Site dimensions must be carefully checked and finished works must be free from defect, damage or discolouration and properly aligned.
- 7.1.4. The Contractor must comply with all Manufacturer's recommendation and recommendations in addition to relevant BS/EN Standards and BBA Agrément Certificates. Materials must not be used in a manner other than that for which they have been expressly approved.

### 7.2. Samples and Approvals

- 7.2.1. Where required to do so, The Contractor shall provide samples of products or work for approval by the Client. Such samples are to comply with all specification requirements.
- 7.2.2. Provision of samples, inspections and tests are to be arranged to suit the works programme. Samples are to be retained on site for comparison purposes until no longer required.
- 7.2.3. Orders for products should not be placed until samples have been approved.

### 7.3. Accuracy and Setting Out

- 7.3.1. The contractor is responsible for checking all dimensions and levels and for accurately setting out the works. Where tolerances and dimensions are likely to be critical the Contractor must notify EA as soon as possible and submit proposals to resolve the matter. Generally, tolerances are to be in accordance with BS 5606.



## 7.4. Timing of Tests and Inspections

- 7.4.1. The Contractor shall agree dates and times of tests and inspections with the Employer's Agent several days in advance, to enable the Employer's Agent and other affected parties to be present. On the previous Working Day to each such test or inspection the Contractor shall confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

## 7.5. Test Certificates

- 7.5.1. The Contractor shall submit a copy of each certificate to Employer's Agent as soon as practicable and keep copies of all certificates on site.

## 7.6. Quality Control

- 7.6.1. The Contractor shall establish and maintain procedures to ensure that the works, including the work of all Sub-Contractors, comply with specified requirements. The Contractor shall maintain full records, keep copies on site for inspection by the Employer's Agent, and submit copies of particular parts of the records on request. The records must include:

- Identification of the element, item, batch or lot including location in the works.
- The nature and dates of inspections by the Contractor or Employer's Agent, tests and approvals.
- The nature and extent of any nonconforming work found.
- Details of any corrective action.

## 7.7. Leave Work Perfect and Site Clean at End of Each Day

- 7.7.1. The Contractor shall leave the site and the work in a clean, tidy, sound and safe condition at the end of each working day removing all rubbish and debris as it accumulates to an authorised tip. All mechanical plant shall be immobilized, all ladders etc., removed so far as practical and all storage of component huts securely locked.

## 7.8. Security at Completion

- 7.8.1. The Contractor shall leave the works secure with all accesses locked, account for and adequately label all keys and hand over to the Client with an itemised schedule, retaining a duplicate schedule signed by the Client as a receipt.



## 8. Security/Safety/Protection

### 8.1. Security

- 8.1.1. The Contractor shall adequately safeguard the site, the works, products, materials, plant, and any existing buildings affected by the works from damage and theft, and take all reasonable precautions to prevent unauthorised access to the Sites, the works and adjoining property.
- 8.1.2. Damage and theft: The Contractor will be solely responsible for safeguarding the works materials and plant against damage and theft and he is advised to affect such additional insurance as is necessary to cover such risks.
- 8.1.3. The Contractor's attention is drawn to the fact that the use of guard dogs will not be permitted.

### 8.2. Prevent Trespass

- 8.2.1. No workman, scaffold or the like is to be allowed to trespass upon properties adjoining those in respect of the works. If the execution of work requires that workmen must enter upon adjoining property, the necessary permission must first be obtained from the owner/leaseholder or tenant by the Contractor. If the Contractor is unable to obtain such permission he is to inform the Employer's Agent who will endeavour to arrange access to the adjoining property.
- 8.2.2. The Contractor shall indemnify the Client against any claim or action for damages on account of any trespass or other misconduct of his employees. Workmen will be allowed only into such parts of the site and buildings of the Client's stock as may be necessary to execute the works from time to time ordered hereunder.

### 8.3. Protection of Persons and Property

- 8.3.1. The Contractor will take every precaution whilst carrying out the works to ensure the safety of the general public, Client's staff and other persons likely to be affected by his operations, and in particular comply with the requirements of the Office, Shops and Railway Act 1963, the Factories Act 1961, Construction Regulation 1961, 1966 and 1996, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, Construction Design and Management Regulations 2015 etc., subsequent amendments and re-enactments thereto and all other relevant legislation.



#### 8.4. Protection & Care of Works Etc.

- 8.4.1. The Contractor shall provide all necessary warning notices and signs, barricades, fans, screens, etc., for the protection of the work people, tenants and general public and shall keep all persons (including those employed by Sub-Contractors) under control and within the boundaries of the working areas.
- 8.4.2. The Contractor shall maintain and protect public carriageways and Statutory Authorities' services.
- 8.4.3. The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials and all warning notices and safety signs must conform to the Health and Safety (Safety Signs and Signals) Regulations 1996. Such notices and signs shall be securely fixed and in a prominent position where they can be properly seen.

#### 8.5. Identity Cards and Liveries

- 8.5.1. The Contractor will supply to all working personnel employed upon the Project including sub-contractors with a form of photographic identification card approved by the Client, which will contain the following details:
- Photograph of operative
  - Operative's name and trade
  - Contractor's name, logo, address and telephone number
  - A unique reference number
  - Expiry date of card (cards must be renewed annually).
- 8.5.2. The Contractor will be required to submit before the commencement of the Contract a list of its operatives to be used on the Contract together with their personal details, trade qualifications and this list is to be updated when changes in staff arise.
- 8.5.3. The Contractor will be required to ensure that all identification cards so issued are returned to the Client on the expiration of the Term Programme or on the occasion of an operative leaving its employment or removed from this contract. The Contractor is to provide the facility to verify badges.
- 8.5.4. Failure to return an Identification Card or a lost or mislaid Identification Card may result in the requirement to issue new identification cards of a different design to ALL Operatives under the Contractor's control.



8.5.5. All the operatives employed by the Contractor or sub-contractors shall at all times wear clean overalls and PPE, clearly and permanently bearing the Contractor's logo and name on them. The overalls shall be to the approval of the Employer's Agent.

8.5.6. Persistent failure on the part of operatives and/or staff of the Contractor and/or any sub-contractor to carry and show identification cards whilst engaged on the tasks shall entitle the Client to terminate the Contractor's employment under the Contract.

## 8.6. Operative Security Checks

8.6.1. The Contractor will ensure that all staff and operatives (including sub-contractors), who are engaged upon this contract, will all have been checked and cleared by the Disclosure and Barring Service (DBS) under the standard check procedure. Any operative who has not been checked and cleared under the DBS will not be permitted to work on site.

## 8.7. Safeguarding Public Access to Premises

8.7.1. The Contractor shall continuously maintain existing access to and around the site, or if necessary provide alternative access facilities to lifts, staircases, lobbies, hallways, corridors, refuse facilities etc., and shall ensure that work within lobbies, corridors and stair areas proceeds in an orderly and safe manner. All reasonable steps are to be taken to ensure that the corridors, staircases, refuse chutes, intake cupboards or WCs are not obstructed with plant materials, etc.

8.7.2. Arrange for and abide by any special arrangements regarding access and timing of collections agreed with the Local Authority refuse collection service and pay any costs arising, to maintain regular collection and disposal of domestic rubbish from the site, so that no rubbish is accumulated, creating health or fire risks, or nuisance from smells or by attracting vermin etc.

8.7.3. Where possible, materials shall be distributed on a day to day basis; localised storage will only be permitted where day to day "just in time" delivery is not feasible. In such cases, separate secure storage containers will be provided at locations to be agreed by the Employer's Agent. The Contractor shall remove all rubbish, plant, tools and materials from areas used by the public to a central storage point as work proceeds and specifically at the end of each working day and at completion.

8.7.4. On no account shall refuse chutes, refuse chambers, intake cupboards or WCs be used for disposal or waste. Regularly during the works and on completion, the Contractor





shall also properly clean floors, woodwork, steps, yards, clear out all gutters and leave the whole of the works in a clean sound and fit condition for occupation

## 8.8. Employer's Agent Site Visits

8.8.1. Inform the Employer's Agent in advance of all safety provisions and procedures (including those relating to materials which may be deleterious), which will require the compliance of the Client or his representatives when visiting the site. Provide protective clothing and/or equipment for the Client and his representatives as appropriate.

## 8.9. Traffic and Police Regulations

8.9.1. Ascertain and comply with all relevant regulations.

## 8.10. Rubbish and Nuisance to the Public

8.10.1. Unless otherwise stated, all existing fixtures, fittings, rubble and rubbish shall be cleared away from the site to an approved tip as it accumulates and on a daily basis in occupied dwellings or common areas subject to pedestrian traffic during the progress of the works and on completion.

8.10.2. The Contractor shall execute the work in a careful and diligent manner and shall, at all times, keep the public footpath free from obstructions and refuse from the works. Any work liable to create dust shall be wetted before being executed to reduce nuisance.

8.10.3. The Contractor is to ensure that the workmen do not use radios or other sound equipment tuned to a volume that will cause nuisance to the public at large and to adjoining residents in particular.

8.10.4. No fires shall be allowed unless permission has been obtained from the Employer's Agent in writing.

## 8.11. Fire Prevention

8.11.1. The Contractor shall take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire and shall comply with the Joint Code of Practice Fire Prevention on Construction Sites 1992 published by the Construction Confederation (as updated from time to time).



8.11.2. There will be no smoking on the Site. There will be no burning of waste material or debris on Site.

8.11.3. The Contractor shall take all necessary precautions to prevent personal injury, death and damage to the works or other property from the fire and shall comply with the Joint Code of Practice Regulatory Reform (Fire Safety) Order 2005 and The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation (JCOP).

## 8.12. Fire Precautions

8.12.1. In addition to any fire precautions required by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times. There shall be no storage of combustible materials within the Sites on levels other than ground level, other than materials required for use in the particular storey in which they are being placed. Where acetylene, oxygen, propane or other gas cylinders are stored on Site, they must be kept in a ventilated security compound inaccessible to unauthorised persons, and with proper provision of warning notices and signs.

8.12.2. No flammable liquids or compressed gases shall be kept within buildings, except in such quantities as may reasonably be required for the day's work. Liquid propane gas is banned from all buildings over 5 storeys high.

8.12.3. Sufficiently adequately maintained fire extinguishers shall be provided according to circumstances. Before any work is carried out using flame cutting equipment or gas torches etc., the Contractor shall arrange for the appropriate type(s) and size of fire extinguishers to be readily available at the Site of the operation.

## 8.13. Dangerous Substances

8.13.1. The Contractor shall provide the Employer's Agent with all relevant information on any dangerous, noxious or offensive substance or process to be used or handled on Site, which might present a risk to the health, safety or welfare of the public or persons visiting the Site.

8.13.2. This information shall include details of the substance or process to be used or handled and the precautions and protective measures the Contractor intends to take.



8.13.3. Such information shall be provided at least 14 days before the substance or process is to be used or handled or immediately if such dangerous substance, e.g. asbestos is discovered unexpectedly.

## 8.14. Water

8.14.1. The Contractor shall prevent damage from storm and surface water.

## 8.15. Moisture

8.15.1. The Contractor shall prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

## 8.16. Waste

8.16.1. Should the Contractor wish to deposit a skip on roads, paths, paving, car parking areas, garage forecourts or grassed areas maintained by the Client he must first obtain the approval of the Client and ensure that the skip is deposited and used strictly in accordance with the Client's conditions, with particular attention being paid to positioning and lighting requirements. The Contractor is required to comply with the following requirements:

- Remove rubbish, debris, surplus material and spoil, regularly and keep the Site and works clean and tidy.
- Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
- Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
- Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations.
- Retain waste transfer documentation on site.
- Waste chutes will generally not be permitted, with the exception of roof recovering works. All waste must be bagged and removed to skips manually.



- Skips will only be permitted on site subject to agreement of size, location and type with the Employer's Agent.
- Skips left overnight must be fully enclosed and lockable to reduce the risk of vandalism.

## 8.17. Safeguard the Works

- 8.17.1. Adequately protect all types of work and all parts of the works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 8.17.2. Provide watching, lighting and everything necessary for the proper protection of the works, materials and plant against damage or theft. Issue all requisite notices to local and other authorities, obtain all licences and pay all fees legally demandable in connection with same, such costs are deemed to be included in the Price Framework.

## 8.18. Existing Services

- 8.18.1. Where existing services are to be affected by the works:
- Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
  - Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.
  - Observe service authority's recommendations for work adjacent to existing services.
  - Adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or owners.
  - If any damage to services results from the execution of the works, notify the Employer's Agent and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or owner as appropriate. Any measures taken by the Employer's Agent to deal with an emergency will not affect the extent of the Contractor's liability.
  - Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.



## 8.19. Roads and Footpaths

- 8.19.1. Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the works must be made good to the satisfaction of the Highway Authority or other owner. Bear any costs arising.

## 8.20. Access to Site

- 8.20.1. Vehicular access to the buildings will be limited to the roadways normally used by vehicles and the Contractor will make provision for handling all materials from the compound or roadways to the buildings where they are required as necessary.
- 8.20.2. The Contractor shall provide such crossovers as may be necessary to prevent damage to the public footway and will indemnify the Client from any expense that may be incurred in repairing any damage caused to such footway by vehicles whether in his ownership or otherwise entering or leaving the site. No part of the roadways, pavements or pavings shall be obstructed during the course of the work except with the prior approval of the Employer's Agent in connection with the transport and delivery of material as part of the agreed programme.
- 8.20.3. No materials whatsoever will be stored or left on the roads or pavements except for short periods in connection with the works with the whole of such materials or equipment being moved at the end of any working day and being stored in the compound provided. Contractor's vehicles are not to be left on roads after working hours.

## 8.21. Keeping Public Roads Clean, Etc.

- 8.21.1. Take all necessary steps for keeping roads, streets and footpaths immediately adjacent to the site free from mud, dirt, rubbish, etc., arising out of or in the course of the works, and be responsible for observing any associated Bye-Laws or regulations.
- 8.21.2. Provide, maintain and clear away, when no longer required, any necessary warning or other signs arising out of the use of, or whilst executing works in, the Public Highway.
- 8.21.3. Make adequate provision, where appropriate, for the unloading, parking etc., of vehicles and those of the Clients, domestic Sub-Contractors and all named persons or other authorised persons within the confines of the Site.



## 8.22. Retained Trees/Hedges/Shrubs/Grassed Areas

- 8.22.1. The Contractor shall adequately protect and preserve, trees, hedges, shrubs and grassed areas.
- 8.22.2. The Contractor shall replace to approval or treat as instructed any species or areas damaged or removed without approval.
- 8.22.3. The Contractor shall not dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within the branch spread and do not change level of ground within area 3 m beyond the branch spread.

## 8.23. Existing Features

- 8.23.1. The Contractor shall prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during the execution of the works.

## 8.24. Existing Work

- 8.24.1. The Contractor shall prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. The Contractor shall remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

## 8.25. Building Interiors

- 8.25.1. The Contractor shall protect building interiors exposed to weather during the course of the works with temporary enclosures of sufficient size to permit execution of the work and which will remain weather tight in severe weather.

## 8.26. Temporary Works

- 8.26.1. The Contractor shall provide and maintain during the execution of the works all shoring, strutting, needling and other supports as may be necessary to preserve the stability of the structure upon which the work is being executed or any adjacent structure that may be endangered or affected by the works. The Contractor shall allow for and maintain all necessary temporary fencing, gangways, screens, hoardings, barriers, gangways, screens tarpaulins and the like as may be required to ensure the safety of the public, occupiers and visitors. The Contractor shall adapt



same from time to time as required by the progress of the works and remove on completion of the works. The Contractor shall pay all fees and charges legally demandable in connection therewith.

8.26.2. Where earthworks are executed all excavations shall be properly and adequately supported and strutted to enable works to be carried out in a safe manner. Provision shall also be allowed for all necessary notices, protection and fencing to open excavations. Any excavation is to be adequately fenced and suitable warning notices erected.

8.26.3. The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.



## 9. Specific Limitations on Method/Sequence/Timing

### 9.1. Scaffolding and Access

- 9.1.1. Ensure that standing scaffolding and access equipment is erected early enough and/or dismantled late enough to suit the programmes of all sub-contractors.

### 9.2. Handover of Completed Works

- 9.2.1. The Works will be subject to inspection by the Employer's Agent during the course of the works and on completion. The Contractor will be required to attend the place of inspection and provide any relevant documentation if so requested.
- 9.2.2. The formal handover will not take place until all items listed as defective have been completed or remedied.
- 9.2.3. At the formal handover, a responsible representative of the Contractor shall accompany the Employer's Agent (together with such other representatives of the Client as may be considered necessary) on an inspection of the works, and if the inspection shows the works to be completed in every respect, the works shall be taken over.
- 9.2.4. Any minor omissions and/or defects which may be found to exist at that time will be listed and shall be remedied by the Contractor within seven days.
- 9.2.5. At all times the Contractor shall give notice to the Employer's Agent in writing and on the Client's computer system of any matter which is likely to cause, or is causing delay in the completion of the works.
- 9.2.6. The Contractor is required to notify the Client by in writing of the completion of the works within two working days that the works have been completed, stating the actual completion date. The Client reserves the right to amend such timescales for receiving completion dates.





## 10. Facilities/Temporary Works/Services

### 10.1. Locations

- 10.1.1. Inform Employer's Agent of the intended siting of all spoil heaps, temporary works and services.

### 10.2. Temporary Site Facilities

- 10.2.1. The Contractor will provide temporary site accommodation for its operatives. In this regard, the Contractor will be expected to provide office accommodation, a mess room and other welfare accommodation for the use of the workpeople including those employed by sub-contractors, Statutory Undertakers, etc., in accordance with the National Working Rules or other rules or regulations including heating, lighting equipment. The depot is to be located within the contract area and is to be agreed by the Employer's Agent.
- 10.2.2. The Contractor will also be required to provide a suitable meeting room to allow the Client's officers to hold meetings, conduct reviews and generally facilitate day to day communication in relation to the project. The meeting room should be provided with suitable lighting, power and data infrastructure to allow the client's officers to work remotely from the Contractors depot if necessary.
- 10.2.3. The Contractor shall be responsible for compliance with the provisions of the Offices, Shops and Railway Premises Act 1963, or any order or regulation made thereunder so far as such apply to the said office. The Contractor shall allow for any rates which may be called upon by the local authority in respect of temporary offices, sheds and stores etc.
- 10.2.4. The Contractor shall provide secure storage for any plant, tools and materials to be kept on site.

### 10.3. Labour, Plant, Tools and Materials

- 10.3.1. The Contractor shall provide all labour and materials of every description and constructional and other plant, machine tools, tool sharpening, scaffolding, staging, temporary coverings, dust sheets, tarpaulins, hoisting equipment, haulage and other requisites whatsoever necessary during the works, and also during the Defects Liability Period, with attendance necessary for inspection or measurement of the



works by the Employer's Agent. The provision of all such items shall be deemed to be included in the Price Framework.

10.3.2. All materials to be used shall be new materials (unless otherwise specified) and in accordance with the specifications and standards as set out in the Contract Documents. The goods supplied shall be of quality or sort specified in the Contract and where so required equal in every respect to the Client's standard patterns and/or specification or to samples submitted and approved. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of this Contract, then all goods and materials used or supplied hereunder and all workmanship in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.

10.3.3. The Employer's Agent may require any materials or completed works to be tested by an independent body. In this event the Contractor will be responsible for arranging for such tests and if they are satisfactory, he will be paid the cost of such tests. Should the tests prove the materials or work not to be in accordance with the Contract, the Contractor must bear all costs incurred in connection with the tests and replacing unsatisfactory materials or works.

#### 10.4. Condemned Materials

10.4.1. Should any materials be brought upon the Sites which the Employer's Agent decides to be of an inferior quality or description or improper to be used in the works, they shall be removed from the Site within 24 hours. Proper materials shall be supplied by the Contractor as soon as possible at the Contractor's expense.

#### 10.5. Welfare Facilities

10.5.1. The Contractor shall comply with the requirements of the Client as to the provision, maintenance and cleansing of the following facilities for the use of all persons employed in and about the execution of this Contract. The said facilities are:

- Adequate suitable and proper water borne sanitary accommodation.
- Adequate suitable and proper washing facilities.
- Adequate suitable and proper canteen facilities.
- Adequate suitable and proper first aid facilities.



10.5.2. The Contractor shall forthwith comply with any direction from the Client as to the provision, maintenance or cleansing of the said facilities.

10.5.3. The Contractor must note that all site facilities and storage containers must not be located within 6m of any adjacent building, unless the unit is of fire resisting construction.

## 10.6. Services and Facilities

10.6.1. The Contractor is to allow for all costs in connection with providing the following services and facilities for the works including all temporary installations, temporary meters and paying all fees and charges legally demandable.

## 10.7. Room for Meetings

10.7.1. Provide suitable temporary accommodation for progress meetings, adequately heated and lit, with table and chairs adequate for the project team. The room may be part of the Contractor's own site office.

## 10.8. Sanitary Accommodation

10.8.1. Provide and maintain in a clean condition sanitary accommodation for the Employer's Agent, either separate or shared with the Contractor's supervisory staff.

## 10.9. Temporary Fencing

10.9.1. The Contractor is to provide proper and sufficient temporary fencing, barricades, guardrails, gantries, lighting etc., as may be necessary to prevent the ingress of unauthorised persons or children and such other safeguards and protection from danger of the public, the owners, occupiers or users of the existing buildings and persons unemployed on the works for the safe and proper execution of the works, for meeting the requirements of the Employer's Agent or of any local or other authority and for protecting the works from injury to trespassers, or otherwise, and shift, alter and adapt during the progress of the works. Any such fencing, etc., shall be provided with proper access gates or ways which shall be kept locked or otherwise secured when work is not in progress.

10.9.2. NOTE: Fencing is to be provided to the base of all scaffolding and at locations where scaffolding is adjacent to balconies, open staircases, low flat roofs or other points of possible access above ground level. Fencing is to consist of 2m high Herras fencing or similar with a MAXIMUM 10mm mesh size. All such fencing is to be adequately



supported and correctly sited to ensure there are no gaps. All such fencing above ground level is to be subject to a fire risk assessment and may require the provision of fire escape gates to individual flat balconies.

- 10.9.3. Where fencing is erected around the perimeter of a building it must incorporate gates of an equivalent standard fitted with emergency panic bars at min. 18m intervals to allow escape from ground floor flats in the event of fire.
- 10.9.4. Allow also for all necessary arrangements and provisions that may be required for the accommodation and safety of all pedestrians and vehicular traffic adjoining the site and for the accommodation and safety of the existing buildings or of the adjacent buildings and lands, allow for all bridgeways, guard crossings, fences and like required and take all precautions necessary to ensure that the least possible interruption or inconvenience is caused to pedestrian and vehicular traffic.
- 10.9.5. The Contractor will be held responsible for all accidents, damage or claims that may arise from the neglect, inefficiency or insufficiency of the temporary works arrangements and precautions referred to in the preceding clauses. On completion of the works, take down all hoardings and clear away and make good all work disturbed.



## 11. Operation/Maintenance of the Finished Works

### 11.1. Spare Parts

- 11.1.1. At least 4 weeks before the completion of the works, the Contractor shall submit to the Employer's Agent a schedule of spare parts that the Contractor recommends should be kept in stock by the Client for future maintenance. State against each item the manufacturer's current price, including packaging and delivery to site.

### 11.2. The Health and Safety File

- 11.2.1. The Contractor shall provide the Principal Designer, with two copy/copies of the information required below not less than two weeks before completion of planned works and on completion of void works:
- 11.2.2. Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance or demolition for all Contractor designed and performance specified work.
- a) A full description of each of the works and any building services systems installed, written to ensure that the Client's staff fully understand the scope and facilities provided.
  - b) Operating and maintenance instructions for all equipment and systems installed.
  - c) Copies of manufacturer's current technical literature and COSHH dated data sheets for all materials, plant and equipment selected by the Contractor.
  - d) General maintenance instructions for all items of Contractor designed or performance specified work.
  - e) As-built drawings recording details of construction for all Contractor designed and performance specified work.

### 11.3. Operating and Maintenance Manuals

- 11.3.1. A full set of Operating and Maintenance Manuals must be provided for all installations and replacements and contain:
- a) A full description of each of the main components or systems installed, written to ensure that the Client's staff fully understand the scope and facilities provided.
  - b) A description of the mode of operation of all systems.



- c) Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
- d) A photo-reduction of all record drawings to A4 size together with an index.
- e) Legend for all colour-coded services.
- f) Schedules (system by system) of plant, equipment, valves, etc., stating their location, duties and performance figures. Each item must have a unique number cross-referenced to the record and diagrammatic drawings and schedules.
- g) The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- h) Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
- i) A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves etc., used in the installations.
- j) A copy of all manufacturers' guarantees or warranties.
- k) Starting up, operating and shutting down instructions for all equipment and system installed.
- l) Control sequences for all systems installed.
- m) Schedules of all fixed and variable equipment settings established during commissioning.
- n) Procedures for seasonal changeovers.
- o) Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
- p) Lubrication schedules for all lubricated items.
- q) A list of normal consumable items.
- r) A list of recommended spares to be kept in stock by the Client, being those items subject to wear or deterioration and which may involve the Client in extended deliveries when replacements are required at some future date.
- s) Procedures for fault findings.
- t) Emergency procedures, including telephone numbers for emergency services.



## 11.4. Presentation of Manuals

- 11.4.1. The Manual is to be provided in electronic format, including a pdf version for general reference and tabular data in Excel format for incorporation into the asset management system.
- 11.4.2. Drawings should generally be in DWG or DXF format, subject to Client requirements with additional pdf copies.
- 11.4.3. The Contractor may be required to provide data in additional formats subject to changes to the asset management system and future development of BIM requirements.
- 11.4.4. The Contractor shall provide the Employer's Agent with the Manual not more than 4 weeks before completion.

## 12. General Requirements

### 12.1. Equality and Diversity

- 12.1.1. The Contractor shall strictly adhere to the Equality Act 2010.
- 12.1.2. Any inadvertent reference in the Contract documentation to the male person shall be deemed to refer to the male/female person or corporate body, in a manner to comply with the Sex Discrimination Act.
- 12.1.3. The Contractor shall not permit the display of 'pin-up' type material or any other material or graffiti which is degrading to women, lesbians, gay men, people of black or ethnic minority origin, on any part of the site.
- 12.1.4. The Contractor shall remove any worker from the site who engages in sexual or racial harassment, abuse or assault.
- 12.1.5. All site personnel shall be paid, as a minimum, the National Living Wage.

### 12.2. Data Protection

- 12.2.1. The Contractor shall at all times comply with their obligations imposed by the Data Protection Act 1998 ("the Act"), together with any subsequent re-enactment or amendment thereto including the General Data Protection Regulations (GDPR), in storing and processing personal data. No other personal data than that directly required for the provision of the Services shall be acquired under the Contract and all



personal data acquired by the Contractor from the Association shall be returned to the Association or destroyed on the Association's request. The Contractor shall indemnify the Association in respect of any unauthorised disclosure or use of personal data and shall take all reasonable steps to ensure the data is secure at all times.

### 12.3. Compliance

12.3.1. The Contractor shall comply with, and shall provide the Works and/or Services (or procure that they are provided) in accordance with all applicable laws, regulations, codes of practice, mandatory guidance and requirements of all relevant regulatory bodies, in each case from time to time in force, or as otherwise may be applicable ("Applicable Laws")





## 13. Design of the Works

### 13.1. Design Responsibility

- 13.1.1. The responsibility of the Contractor for the design of the Works is absolute and shall not be limited by compliance with any comment by the Employer and/or the Employer's Agent in the review of the design or any inspection of the Works.
- 13.1.2. The Contractor shall design the whole of the Works, including temporary works and any off-site work, in accordance with these Employer's Requirements, prepare all drawings and other documents necessary for the proper and timely completion of the Works, prepare drawings and other documents needed to explain their proposals and be responsible for all costs in connection therewith.

### 13.2. Copyright

- 13.2.1. The copyright in all drawings, reports, specifications, bill of quantities, calculations, contributions to the Health and Safety Plan and other documents prepared or to be prepared by or for the Contractor in connection with the Works (including any such information prepared as part of the as-built and/or maintenance package referred to later in this document) shall be and remain vested in the Contractor, but the Employer shall have a royalty-free irrevocable, non-exclusive and assignable licence to copy and use such drawings, reports, specifications, bill of quantities, calculations, contributions to the Health and Safety Plan and other documents, and to reproduce the designs contained in them for any purpose connected with the development which the Works comprise, including but not limited to the carrying out of the development, its completion, marketing, maintenance, management or extension.



## 14. Undertaking the Works

### 14.1. Order of Works

- 14.1.1. The Employer has no specific requirements regarding the Order of the Works.
- 14.1.2. The Contractor shall allow for all matters in respect of phased or staged completion(s) and its intended use, including out-of-sequence working and the protection and safety of the public.
- 14.1.3. Handover shall take account of the following requirements:
- a. Take place during normal working hours.
  - b. Handover will not be accepted:
    - on a Friday, Saturday, Sunday, Monday or Bank Holiday
    - on the last working day prior to a bank holiday
    - within seven working days before or after Christmas
    - Within the Building Industry Christmas holiday period
    - Within the Building Industry Easter holiday period

### 14.2. Statutory Requirements

- 14.2.1. The Contractor shall obtain Building Regulation approval, meet all development control requirements and allow for all costs in connection therewith. Building Regulation approval shall be via the Employers appointed Approved Inspector and copies of all building control inspection reports should be forwarded to the Employer.
- 14.2.2. The Contractor shall comply with Section 60 of the Control of Pollution Act 1974 and BS 5228 with regard to the control of noise in respect of demolition or construction works and the need, particularly when works are adjacent to occupied property where high sensitivity to noise may be anticipated, to ascertain from the Local Authority the requirements or restrictions that apply to the Works (e.g. type of plant to be used, methods of working, hours of working permissible and maximum noise level at the site boundary). The Contractor shall also take account Section 61 of the Control of Pollution Act 1974 and BS 5228, with regard to the issue of 'prior consent', and that any application under this Section shall be made to the Local Authority on the appropriate form. The Contractor shall comply with all requirements, restrictions or consents, complete with any other stipulations to which its attention may be drawn from time to time by the relevant authorities, and allow in its tender for all costs and/or expenses arising from compliance. No instruction issued to the Contractor by the Employer or



its authorised representative shall relieve the Contractor from complying with the Control of Pollution Act 1974 and BS 5228.

- 14.2.3. The Contractor shall minimise construction waste and maximise the use of products and materials with recycled content where technically and commercially feasible by reference to WRAP /Code for Sustainable Homes criteria for guidance (see also 1.10.9).
- 14.2.4. The Contractor shall note Sections 68 to 71 and Schedules 12 and 13 of the Finance (No. 2) Act 1975 (now the Income and Corporation Taxes Act 1988) as subsequently amended by Regulation 2622:1998.
- 14.2.5. The Contractor's attention is also drawn to sections 29 to 31 and Schedule 5 of the 1971 Finance Act which came into effect on 6th April 1972. The provisions of this section and schedule are set out in the Boards of Inland Revenue pamphlets IR14 and IR15. The Contractor shall satisfy the Employer that it is either a limited company or has a certificate of exemption from the Inland Revenue.
- 14.2.6. The Contractor shall provide evidence to the Employer, prior to signing the Contract, that it has an appropriate Sub-Contractor's Certificate including a Unique Tax Reference (UTR) from HM Revenue and Customs (HMRC). The Contractor is also reminded of its responsibility to be satisfied of the exemption status of all sub-contractors and to satisfy itself that all sub-contractors hold an appropriate Sub-Contractor's Certificate including a Unique Tax Reference (UTR) that has been verified by HMRC.
- 14.2.7. The Contractor shall be solely responsible for all matters governed by the Environment Act 1995, Environmental Protection Act 1990 and Wildlife and Countryside Act 1981 and all subsequent amendments thereto, insofar as they affect the design, construction or ultimate use and purpose of the Works and shall indemnify the Employer against any claim or proceedings whatsoever arising under these provisions.

### 14.3. Insurance, Warranties, Performance Bond and Parent Company Guarantee

- 14.3.1. The Contractor shall present the insurance policies required to the Employer before executing the Contract. The policies shall be accompanied by a covering letter from the insurance company or broker, confirming that the Contract requirements are fully covered. The Contractor shall maintain such insurances for the Contract duration (see



also 1.11.5 below) and provide evidence of their maintenance to the Employer not less than annually and upon request.

- 14.3.2. The Contractor shall take out and maintain a joint names insurance policy in respect of Contract Clause 6.5.1, for the level of indemnity stated in the Contract.
- 14.3.3. Notwithstanding the principal's clause in any insurance policy, the insurance policies taken out in accordance with Contract Clause 6 shall be endorsed to cover the Employer as principal and note the interest of any Funder.
- 14.3.4. The Contractor's design liability shall include liability under the Defective Premises Act 1972, in accordance with Contract Clause 2.17.2. The design liability of the Contractor under the Contract shall be insured by an acceptable professional indemnity policy covering the Contractor's legal liability for neglect, omission or error in the exercise of the professional functions, equivalent to those which would normally fall to an architect, engineer and/or similar consultant.
- 14.3.5. The insurance cover under the policy shall be effective for all design for the Works. The policy shall be renewed for a period of twelve years from Practical Completion. The Contractor shall indemnify the Employer for any liability arising from the Contractor sub-letting all or any of the design to a third party. The limit of indemnity under the policy shall be not less than £2,000,000 for each and every claim. The Contractor shall, when requested by the Employer, provide a certificate signed by or on behalf of the Contractor's insurers/brokers as evidence that the foregoing insurance is in force, the period for which it has been taken out and the disclosure of any exclusions or conditions which restrict cover. Should the Contractor default in insuring or in continuing to insure as provided above, the Employer may elect to insure and shall deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or which become due to the Contractor, or such amount shall be recoverable by the Employer from the Contractor as a debt.
- 14.3.6. Any consultants, sub-contractors and suppliers engaged by the Contractor who have a design responsibility shall enter into a collateral warranty in favour of the Employer in the form set out in **Appendix E – Warranties** and shall hold professional indemnity insurance of not less than £5,000,000 for each and every claim.
- 14.3.7. The Employer shall not be obliged to make more than 50% for any payment to a sub-contractor or design consultant, where the required warranty has not been executed and delivered as a deed.



## 14.4. Site Administration

14.4.1. The Contractor shall attend monthly progress meetings. The Employer's Agent will arrange the meetings and take and distribute minutes.

14.4.2. The Contractor shall prepare and submit to the Employer's Agent at the progress meeting a written detailed monthly report giving details of the following:

- a. Assessment of progress against the programme and cash-flow forecast update.
- b. Number of persons in all trades working on site each month.
- c. Materials delivered to site, including providing, upon request, copies of delivery tickets for materials and goods to demonstrate that they are in accordance with the Contract.
- d. A Health & Safety Report in an agreed format, showing Accident Incident Rate.
- e. Health and safety incidents and any matters affecting the Health and Safety Information and/or File.
- f. Items requiring clarification/information/instruction from the Employer i.e., choices.
- g. Site inspection records.
- h. Complaints/comments received from adjoining owners or other third parties
- i. Tracker information regarding Planning and Building Regulation Conditions.
- j. Status update not limited to but including services, Statutory Authority Status, Secured by Design, Code for Sustainable Homes, Postal Addresses, sub-contractors, Adoption matters, and Warranties.

14.4.3. All instructions shall be issued in writing by the Employer's Agent.

14.4.4. The Contractor shall provide accommodation for the Employer's Agent and for progress meetings, suitably equipped with table, chairs, coat hooks and adequate heating, lighting and attendance including the provision of a temporary telephone and to pay all costs incurred therewith. Separate accommodation is not required.

14.4.5. The Contractor shall notify the Employer of the name of the person-in-charge and shall not substitute this person without the prior consent of the Employer. Should the Contractor be forced to change such person for reasons beyond its control then it shall, if possible, notify the Employer of the change not less than four weeks prior to such a change taking place or as soon as possible.



14.4.6. As soon as possible and before starting the Project on site the Contractor shall prepare and submit to the Employer a master programme (in an approved form) for the Project that shall include for the following:

- Lead in period for planning and mobilisation by the Contractor
- Design and production information provided by the Contractor/sub-contractors/Suppliers, that shall separately identify the time for inspection and checking of the proposals
- Building regulations
- Compliance with the CDM Regulations
- Construction including the proposed start on site date
- The order in which major sections/elements of the Works will be undertaken including proposed start and finish dates (should the Contractor propose to hand over the Works in stages, it shall submit its proposals as part of its tender).
- The Order of Works required by the Employer (if applicable – see 0)
- Works by statutory undertakings and privatised utilities etc
- Availability of labour and materials including the requirements of sub-contractors and suppliers for the same
- Statutory and other holidays
- Current site use and restrictions
- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions for the expenditure of provisional sums
- Work by or on behalf of the Employer and concurrent with the Contract the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.

14.4.7. The master programme shall be in the form of a Gantt-chart accompanied by a critical path analysis indicating the timetable for all the main operations.

14.4.8. The Contractor shall provide a graph forecasting the values of interim payments as gross maximum values per month based on the Contract sum and shall update as required.

14.4.9. The Contractor shall adhere to the programme and ensure that all sub-contractors are informed of and maintain the same programme.



- 14.4.10. The Contractor shall update and submit to the Employer its programme and cash flow as and when necessary to reflect actual progress on site and ensure that all relevant sub-contractors are informed of and maintain the revised programme.
- 14.4.11. The approval of the Employer to any programme will not relieve the Contractor from responsibility for completion of the Works as stated in the Contract.
- 14.4.12. The Contractor shall immediately notify the Employer of any matter that may or is likely to affect the programme.
- 14.4.13. The Contractor shall submit the names of sub-contractors it intends to use to the Employer prior to the sub-contractor commencing works or services. This shall include the sub-letting of any design element of the Works. If the Employer makes reasonable objection to any proposed sub-contractor, the Contractor shall submit alternative names to the Employer. The Contractor shall inform the Employer of any proposed change to sub-contractors during the course of the Works.
- 14.4.14. The proposed appointment of 'Contractors' as defined under the terms of the Construction (Design and Management) Regulations 2015 shall be notified to the Principal Designer and the operation of the regulations governing such appointments shall be adhered to.
- 14.4.15. The Contractor shall provide the names of suppliers and manufacturers of materials and components and submit samples of materials, colours, finishes etc, set up sample panels of brickwork, pointing, and alter as requested until the desired standard has been obtained, and to faithfully and accurately reproduce the approved samples, colours, finishes etc in the Works. All samples shall be maintained on site for the Contract duration, in safe and protected conditions.
- 14.4.16. Drawings, materials and samples shall be submitted to the Employer to allow twenty-one working days for comment, consultation and decision making on behalf of the Employer. The Employer shall not be responsible for any delay caused as a result of the Contractor's requiring a response earlier than twenty-one working days from submission of the information to the Employer.

## 14.5. General Obligations & Restrictions

- 14.5.1. The Contractor shall indemnify the Employer against, and take all necessary precautions to avoid, damage to adjoining owners' property.



- 14.5.2. The Contractor shall protect existing grassed areas, gardens, trees, shrubs, boundary walls, fences, footpaths, roads, driveways etc and make good any damage arising from the execution of the Works to the satisfaction of the Employer.
- 14.5.3. Before commencing any work outside the boundary of the site, or work on the site which requires access to adjacent properties, the Contractor shall make all arrangements and serve all necessary notices to statutory authorities and any other interested parties and pay all fees, charges, expenses and compensation in connection therewith.
- 14.5.4. The Contractor shall provide temporary hoarding, fencing, access gates, footpaths, fans, dust screens, nets and sheets, guard-rails and the like around and on the site, as may be required to ensure the safety of the public, all workpeople, the authorised agents of the Employer and the Works, including watching, lighting and signalling as required by the Local Authority, adapting as necessary, and taking down and clearing away on completion. All temporary hoarding shall be painted in a colour to be selected by the Employer and redecorated as necessary to maintain appearance.
- 14.5.5. The Contractor shall remove all rubbish as it accumulates and at completion including protective casings and coverings. Newly-constructed floors shall not to be overloaded with rubbish or by storage of materials at any time.

## 14.6. Signboard

- 14.6.1. The Contractor shall provide and erect and maintain during the Works, and include for the removal and clearing away upon completion, signboards as follows. The display board shall be located in a position to be agreed with the Employer's Agent. The Contractor shall allow for receiving and positioning Consultants' name boards and providing the following boards:
- (i) Employer's name board. The precise wording, colour and layout are to be agreed with the Employer.
- 14.6.2. It is the Contractor's responsibility to liaise with the Local Authority and obtain necessary Planning Permissions for the erection and maintenance of signboards throughout the Contract Period, and any extended period where applicable.
- 14.6.3. The Contractor shall not be permitted to place advertisements on any site board or hoarding, or allow advertisements to be placed by others without the written consent of the Employer.





## 14.7. Construction (Design and Management) Regulations 2015 etc

- 14.7.1. The Contractor shall be appointed as the Principal Contractor and will be required to comply fully with all relevant parts of the Construction (Design & Management) Regulations 2015 (CDM) and the Approved Code of Practice. The Contractor will be deemed to have considered in full the implications of the requirements and all costs attributable to the Principal Contractor's duties are to be included within the Contract Sum. Such costs are to be separately identified in the Contract Sum Analysis. No additional costs or charges will be accepted for the Contractor's failure to consider all implications of the Regulations for the scheme. The Contractor's Proposals shall include a Method Statement appropriate to the proposed works, detailing the proposed steps for dealing with Health and Safety issues.
- 14.7.2. An appropriately qualified and experienced member of the Contractor's design team shall be appointed as the Principal Designer following award of the Contract.
- 14.7.3. The Principal Contractor shall liaise with the Principal Designer and share with them information relevant to the planning, management and monitoring of the pre-construction phase and the co-ordination of health & safety matters during the pre-construction phase.
- 14.7.4. The Principal Contractor shall, prior to commencing works on site, prepare a Construction Phase Plan, developed from the Information Pack formulated by the Principal Designer. The Contractor's design period shall allow sufficient time for the preparation of the Construction Phase Plan, including an appropriate period for the Client/Principal Designer to review the Plan. No claim for delay or costs attributable to a delay shall be allowed for the Contractor's failure to allow sufficient time within the design period for the Principal Contractor and Principal Designer to perform their duties under the Regulations.
- 14.7.5. The Principal Contractor shall be responsible for ensuring compliance with the Construction Phase Plan and the Regulations whilst works are on site. These duties shall include taking all reasonable steps to ensure that only authorised personnel are permitted on site.
- 14.7.6. The Principal Contractor shall be responsible for updating the Construction Phase Plan where necessary during the construction period.



- 14.7.7. The Principal Contractor shall arrange for competent and adequately resourced contractors and Designers to carry out the work where it is sub-contracted, ensuring the co-ordination and co-operation of contractors.
- 14.7.8. The Principal Contractor shall obtain from other contractors and designers the main findings of their risk assessments and details of how they intend to carry out high risk operations. Sub-contractors shall also have information regarding risks on site and ensure that sub-contractors and employees comply with any site rules which may have been set out in the Construction Phase Plan.
- 14.7.9. The Principal Contractor shall ensure that employees and contractors on site have been given adequate training and are properly informed and consulted.
- 14.7.10. The Principal Contractor shall be responsible to display the notification of the project to the Health and Safety Executive on site.
- 14.7.11. The Principal Contractor, including any designers acting on behalf of the Principal Contractor, shall liaise and provide all information reasonably required by the Principal Designer necessary to comply with the duties under the Regulations. Such information must be adequate to allow the Principal Designer to prepare and keep updated a Health and Safety file.
- 14.7.12. The Principal Designer is to ensure that all designers employed or appointed on behalf of the Principal Contractor, co-operate and liaise fully with each other necessary to comply with the requirements and the duties imposed upon them by the Regulations.
- 14.7.13. The Principal Contractor shall provide 1No set of all relevant 'As Built' drawings and technical information requested by the Principal Designer for inclusion in the Health & Safety file.
- 14.7.14. Hard and electronic copies of all drawings should be provided.
- 14.7.15. The Principal Designer shall be responsible for completing a Health and Safety file which is to be submitted to the Employer at the Practical Completion stage of the project in accordance with the Regulations. The Employer reserves the right to preclude Practical Completion where they are satisfied that the Principal Contractor has not co-operated with the Principal Designer to enable a Health & Safety File to be produced.



## 14.8. Other Health & Safety Matters

- 14.8.1. The Contractor shall provide industrial safety helmets to BS EN397 and high visibility vests for the use of all personnel on site and for visitors. The Contractor shall use its best endeavours to ensure that appropriate Personal Protective Equipment is worn by all personnel on site and erect prominent notices designating the site as a 'Hard Hat Area'.
- 14.8.2. The Contractor shall provide information for the preparation of the Health and Safety File prior to Practical Completion.
- 14.8.3. The Contractor shall, at his own cost, provide and maintain welfare and safety measures up to the standards outlined in the Health and Safety at Work Act 1974, Etc., Construction (Design & Management) Regulations 2007), COSHH Regulation 2002 and all Acts, Regulations, Directives and Codes of Practice made under the Acts which affect their operation. This shall be in respect of both their own work people and the work people of sub-contractors or specialist firms employed for the Works.
- 14.8.4. The Contractor shall comply with the Health and Safety (First Aid) Regulations 1981 including the supply of first aid equipment and display within the site office details of the "appointed person".
- 14.8.5. The Contractor shall appoint a safety supervisor (Who may also be the Site Agent) for each site and shall also provide all necessary temporary accommodation for health, safety and welfare measures including proper mess and sanitary provisions.
- 14.8.6. Personal protection equipment shall be worn without exception as necessary and this shall include safety helmets, protective footwear, safety belts, lanyards etc. All equipment such as ladders, hoists and scaffolding shall be checked regularly and their condition recorded and such records shall be maintained and kept on site.
- 14.8.7. Where there is persistent abuse of safety measures by individuals or failure to wear protective equipment, the Contractor shall remove such offenders from site.
- 14.8.8. The Contractor shall comply with the Control of Asbestos Regulations 2006 when asbestos is suspected or known to be in any material to be handled by the Contractor during the Works.
- 14.8.9. No works shall be undertaken until a sample has been analysed by an approved safety consultant and following the results of such analysis the Contractor shall make known



to the Employer's Agent his Method Statement for the removal of products containing asbestos or other deleterious matters to health, together with any awareness training.

- 14.8.10. The removal of such hazardous materials shall be the responsibility of the Contractor and shall be carried out at the sole cost of the Contractor and not considered a "Change" within the Contract. The Contractor shall satisfy themselves in respect of the removal of other hazardous materials including ground contamination and if such materials or contamination exists, the Contractor shall in liaison and with the approval of the Local/Statutory Authority remove or otherwise remediate the deleterious materials and/or contamination at their own cost in accordance with the approved remediation strategy. The Employer will permit access to the site for the Contractor to ascertain this at Tender stage where required.

## 14.9. Completion & Handover

- 14.9.1. The date for Completion of the Works shall be 9th February 2018. The Contractor shall, three weeks prior to his intention to complete the works, provide notice to the Employer's Agent. Two weeks prior to the date of Handover the Contractor shall provide a formal notice to the Employer's Agent which must accommodate the final week to include only for very minor de-snagging works, commissioning and final cleaning. The Contractor shall, at the three-week notice stage, provide to the Employer's Agent a list of snagging dates for the required elements, together with dates by which their own snagging will be substantially complete.
- 14.9.2. The Employer's Agent and Representative will only carry out snagging where works are substantially complete. If, in the reasonable opinion of the Employer's Agent, on the date of snagging the nature of snags is found to be excessive, the snagging date and, where applicable, the Handover date shall be reviewed. During the snagging process, the Contractor shall arrange for all heating and mechanical systems including plant to be operational, commissioned and certified as such on the due date for snagging and for heating systems to have run continuously for the 24 hours previous to snagging inspections.
- 14.9.3. A formal snagging does not relieve the Contractor of his contractual obligations.
- 14.9.4. Lighting to all rooms and sanitary appliances shall be ready for testing, in respect of waste and overflow pipes,
- 14.9.5. If a defect or snag is subsequently detected after formal snagging or at Handover Inspection the Contractor shall undertake necessary works to enable Handover.



## 14.10. Pre-handover Requirements:

- 14.10.1. Prior to handover the contractor shall arrange a Maintenance Meeting in order to fully brief the Employer on the servicing & maintenance requirements of the Mechanical and Electrical Equipment on site. This meeting shall be attended by the relevant sub-contractors and/or suppliers and by the employer's maintenance providers. The intention of the meeting is to ensure that the employer is in possession of all information necessary to ensure adequate maintenance and servicing support is in place at handover.

## 14.11. Induction and Training

- 14.11.1. One week prior to Practical Completion, the Contractor shall arrange and organise an induction meeting in order to provide adequate training to the Employer's staff.
- 14.11.2. Employer Building Manual
- 14.11.3. The Contractor shall at least one month prior to Completion of the Works provide a completed draft document for approval containing the information required for handover in a suitable folder or binder (one copy) and an electronic version, Contractor is to agree the basis of the latter. The Contractor is to note that this document will also contain the Health & Safety File as required under the CDM Regulations. The Contractor is to provide all required detail for the Principal Designer to provide a file for Handover.
- As-built drawings showing or describing the Works, including: plans, elevations, scheme layout and location of each dwelling; the layout of electrical heating and mechanical services including overflows, alarms, entry-phone system and any other specialist services within the dwellings, complete with the layout of any underground drainage services mains across the site showing inspection chambers, access points and stopcocks, etc.
  - Installation and operation details, handbooks and information on the electrical, plumbing and heating installations, door entry system and any other specialist installation within the building(s) to ensure the Employer's Staff and/or contractors fully understand the scope and facilities provided.
  - Manufacturers' and/or suppliers' guarantees and warranties etc, relating to materials, fittings, equipment and appliances. Where, for example, a manufacturer or supplier guarantee their product, but does not issue a separate form of guarantee, the Contractor shall supply the Employer's Agent with written



details of the guarantee.

- A schedule of major materials and components used complete with manufacturer and supplier details (e.g. facing bricks, roof tiles, gutters, downpipes, doors, windows, ironmongery, sanitary ware, taps, kitchen fittings, floor coverings, wall tiling, heating and electrical installations, external paving and landscaping)
- Copies of manufacturers' literature for all products for which the proprietary brand/reference/model was installed, including COSHH dated data sheets and manufacturers' recommendations for cleaning and maintenance.
- Certificate or warranty of water system disinfection/testing where applicable.
- Detailed recommendations for preventative maintenance frequency and procedures to ensure the most efficient operation of the systems.
- Detailed procedures for fault finding.

## 14.12. Practical Completion/Handover Requirements

14.12.1. The Contractor shall provide at the latest on the date of Handover the following information on a disc and paper copy, failing which neither Practical Completion nor Handover will be effected in the absence of any of the following:

- a. The Health & Safety File if in the opinion of the Principal Designer the file cannot be sufficiently completed due to lack of information from the Principal Contractor.
- b. Electrical test certificates for each connection have not been provided including:
  - NICEIC Test Certificate for each connection.
  - NICEIC Electrical Test Certificate for each connection in respect of the domestic smoke alarms.
  - Part P Completion Certificate for each connection.
- c. Certification from a Gas Safe Registered Installer confirming any gas installations comply with the necessary regulations.
- d. Formal notice from the Approved Inspector certifying that the works comply with Building Regulations. Including confirmation of Compliance with Robust Details and satisfactory sound tests.
- e. The required number of keys for all new locks.
- f. Fire Safety Information as required by the Regulation 16B (Building Regulations) or confirmation that such information has been passed to the responsible person (i.e. the person responsible for preparation of the Fire Risk



Assessment).

- g. A completed, final Health & Safety report showing AIR

14.12.2. At Handover, the Contractor shall additionally provide the following additional information, located within the Building Manual:

- a. All guarantees issued in respect of the building and appliances installed and energy efficiency labels
- b. Schedule of serial numbers & location of all installed appliances
- c. One set of details for both user and installer in respect of all service installations, plant and equipment.
- d. A written undertaking that no prohibited materials have been used in the Works or in connection with the Works.
- e. FSC timber certification from supplier.
- f. Boiler commissioning certificate.

### 14.13. Defects

14.13.1. During the rectification period, defects will be reported to the Contractor by the Employers directly by email. The Contractor must ensure that they have an efficient defects management service in place that can ensure accurate logging, timely remediation and notification of resolution of defects to the Employer.

14.13.2. The following are classified as emergency defects and shall be attended to within 4 hours (including weekends and statutory holidays) and will normally be notified to the Contractor initially by telephone.

- Dangerous structure
- Gas leak- major gas leaks shall be reported to the gas board
- Blocked or broken main drain
- Major plumbing repair (e.g. burst pipe)
- Failure of hot water system
- Failure of individual heating system
- No electricity/unsafe electricity
- Glazing or window defect when there is a danger to life or a security risk
- Fire alarm

14.13.3. The above defects shall be made good by the Contractor within 4 hours of notification as set out in the Contract. If the Contractor fails to make good the defects within the



period stated, other contractors will be instructed to carry out the work and (where the Contractor cannot satisfactorily prove an abortive arranged visit) the cost will be deducted from sums otherwise due to the Contractor.

14.13.4. For Emergency defects arising outside normal working hours (9am to 5.00pm) the Employer (or building users) will report these directly to the Authority [insert name], who will either deal with the item or make a repair or temporary repair. Reasonable costs incurred will be deducted from monies owed, or recovered as a debt from the Contractor. As an alternative, the Contractor may offer their own out-of-hours service, and this is the Employer's preference.

14.13.5. The following defects are classified as urgent defects and should be remedied within 2 days. They will normally be notified to the Contractor initially by telephone. All defects will be emailed on a Defects Order.

- Failure of lighting to public areas
- Failure of security (entry system etc)
- Drainage defect leading to pooled water
- Electrical faults
- Defective 3G carpet likely to impact on safety of playing sport
- Faulty locks (where responsible)

14.13.6. The following defects are classed as non-urgent and should be remedied within 1 week. They will be notified to the Contractor on a Defects Order.

- Defective perimeter fencing impacting on security of facility and likely to lead to trespass
- Defective hard landscaping likely to create a trip hazard
- Defective 3G carpet such as “rucking”, “flat spots” etc, but not likely to cause injury to users

14.13.7. The following defects are classed as non-urgent and should be remedied within 28 days. They will be notified to the Contractor on a Defects Order.

- Decorative defect
- Defective hard landscaping but not likely to create a trip hazard
- Defective perimeter fencing but not likely to impact on security of facility





- 14.13.8. If any defects are not remedied within the period stated, the Contractor will be put on notice within 7 days of the Employer's intention to appoint another Contractor to carry out the work. The cost will be deducted from sums otherwise due to the Contractor.
- 14.13.9. The Contractor will maintain a database of all defects. This should note the following.
- Nature of the defect
  - When the Employer notified the Contractor of the defect
  - The required remediation timeframe
  - If the defect is live
  - If the defect has been closed out
  - Details of the actual fault found and the action taken (which may differ from the details of the defect at reporting stage)
  - Any further comments about the defect
- 14.13.10. The updated database should be sent to the Employer on a monthly basis.
- 14.13.11. The Employer's representative, when appropriate, will arrange regular progress meetings. Attendees at these meetings shall include the Contractor's Contract Manager and the appropriate representative from the Contractors Aftersales team.
- 14.13.12. Following the completion of the End of Defects works, the Employer will check the work to ensure that defect works have been completed. The Employer will then notify the Contractor in writing of its findings and if any further work is required.

#### 14.14. Maintenance During Rectification Period

- 14.14.1. During the rectification period, the Contractor shall execute or agree service contracts for the maintenance of any items where the frequency of such maintenance, testing and/or inspection, as identified in the manufacturer's literature, is 12 months or less.
- 14.14.2. At the conclusion of the rectification period the Contractor shall obtain updated test certificates for all electrical appliances installed as part of the Contract. The Contractor shall also obtain test certificates for the completed AGP pitch.



## 15. Specification Requirements

### 15.1. Quality/Workmanship/Materials

15.1.1. The following clauses to be read in conjunction with **Appendix B – Project Specification**.

15.1.2. A detailed project generic specification is provided at **Appendix B – Project Generic Specification**. The following specifications are applicable to this project (Tick all that apply):-

Ref	Project Specification Description	Required (Tick all that apply)
1		✓
2		✓
3		✓
4		✓
5		✓
6		✓
7		✓

15.1.3. All materials, goods and appliances for the Works, unless otherwise stated, shall comply, as a minimum, with the latest relevant British Standard Specifications, Euro Codes, British Board of Agrément Certificates, BRE Digests, LABC and Local Authority requirements. Where any materials, goods or appliances are covered by more than one of the above standards and/or recommendations, the higher standard shall apply.

15.1.4. All workmanship shall, as a minimum, comply with the recommendations of the latest relevant British Standard Codes of Practice and/or trade suppliers, manufacturers' representative bodies, Codes of Practice and recommendations of the LABC, BRE Digests and Local Authorities and best practice.



## 16. Information Requirements

### 16.1. Contractor's Proposals

16.1.1. The Contractor is to note that it will be required to incorporate these Employer's Requirements into its proposal document.

16.1.2. The Contractor is required to submit the following information with its tender:

- a. Suitable drawings, specifications, details, etc, to clearly define the extent of the proposed Works and quality of materials and workmanship to be provided.
- b. Preliminary programme as defined in Section 1, which should take account of appropriate design periods in addition to construction.
- c. Completed Form of Tender.
- d. Its proposals in respect of Design Documents that it intends to submit for the Employers approval in accordance with Schedule 1 of the Contract.
- e. The Employer is seeking to minimise the amount of waste generated during its construction projects. The Contractor shall provide evidence to demonstrate an equivalent commitment, either through agreement to comply with:
  - the best practice published by WRAP; or
  - by providing documented evidence of an alternative scheme which they operate

16.1.3. The Contractors Proposals must include the following:

- Detailed site layout
- Services drawings for utility connections (including drainage)
- Sectional drawings and proposals for all aspects of the pitch
- Sectional drawings and proposals for the foundations for the changing room facility

### 16.2. Contract Sum Analysis


16.2.1. The Contractor is to fully complete the Contract Sum Analysis at **Appendix G – Contract Sum Analysis**.

# Appendix A

## Project Brief

## Appendix B

### Project Generic Specification

1	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Introduction</b>	<b>V1</b>	

## 1 Introduction

These Employer's Requirements define the performance, sports federation certification, materials quality, construction quality and warranty requirements for synthetic turf sports pitches procured through the Football Foundation AGP Framework (2024-28). They shall be read in conjunction with the Contract Preliminaries, Project Information Document (PID) and all other associated specification and contract documentation issued for the projects.

## 2 Definitions & terminology

The following definitions shall apply:

**Framework Supplier (FS)** – the company appointed through the Football Foundation's AGP Framework (2024-2028) to design and construct the artificial grass pitch.

**Framework Managing Consultant (FMC)** – the company appointed by the Football Foundation to provide contract administration and Employer's Agent services to projects procured via the Football Foundation's AGP Framework (2024-2028).

**Specialist Testing Consultant (STC)** - the company appointed by the Football Foundation to provide specialist key stage inspection and testing services to projects procured via the Football Foundation's AGP Framework (2024-2028).


**Design Consultant (FDC)** – the company appointed by the Football Foundation to provide survey, design and planning services to projects procured via the Football Foundation's AGP Framework (2023-24).

## 3 Design responsibilities

The FDC shall undertake the Principal Designer role assuming responsibility for the preparation of the design, including pre-construction information, ensuring coordination and cooperation amongst the project team and that CDM designers comply with their duties. As Employers Agent the FDC will also assume responsibility for the submission of the planning application and discharge of any pre-commencement planning conditions.

Post planning approval, the FS will have the ability to put forward design changes for client agreement. Any need to submit a non-material amendment to the planning authority will be the responsibility of the FS.

Any materials, fixings, foundations or drainage detail indicated in these documents are typical only and shall not relieve the FDC in any way of any of their design or other responsibilities.

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#### 4 Construction responsibilities

The FS will act as Principal Contractor for the construction of the whole of the project. They will have the duty to plan, manage and monitor the construction phase of a project. They will coordinate matters relating to health and safety during the build and implement the works in accordance with the agreed Construction Management Plan.

The FMC will undertake CDM client duties.

#### 5 Quality of materials and workmanship

Where and to the extent that materials, products and workmanship are not fully specified they are to be:

- I. Suitable for the purposes of the Works stated in or reasonably to be inferred from the contract documents.
- II. In accordance with good sports field building and/or engineering practice, including the relevant provisions of current British Standards.

#### 6 Site Access and Limitations of Working Space


The FS shall allow for forming a suitable site access to allow the works to be undertaken during the agreed contract period. This shall include providing all temporary roads, hard standings, crossings and the like necessary for carrying out the whole of the works. On completion of the works the contractor shall remove any temporary haul roads and fully reinstate the access way.

The FS shall confine everything pertaining to the Contract within the area of the proposed works and surrounding areas. The FS operations are to be confined to the minimum area required to carry out the works, which shall be executed carefully so as to cause minimum nuisance and inconvenience to the users of adjoining facilities.

#### 7 Key stage inspections

Where the FS has given notice that a particular operation or stage of the works will be ready for inspection by the STC on a specified date and the STC then find that the works are not complete on that date so that the inspection cannot be carried out or completed necessitating a further visit, the additional cost incurred, including all expenses, will be borne by the FS.

The FS shall also be liable for all costs, including expenses, incurred as a result of the STC having to make additional visits to recheck areas of the works identified as not been in accordance with the Employer's Requirements and/or PID.

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## 8 Failure of tests


Should any samples or intermediate stages of construction be found, in the opinion of the STC, to be unsatisfactory or likely to produce unsound work, the defective material or the consignment which the sample represents shall be removed from the site or suitable corrective action taken. Notwithstanding that, any sample or intermediate work stage, which has been accepted by the FMC or STC, may subsequently be rejected if they decide that the quality has in any way deteriorated.

The FS shall, at their own expense, remove and replace all rejected materials, or correct any intermediate work stage shown to be outside specification. Any delays consequential upon the rejection of any sample or work stage shall not in any way relieve the FS from its responsibility with regard to completion within the Contract Period.

Work corrected or materials replaced for these reasons will be re-checked by the STC or re-tested as determined by the FMC. The additional costs of testing any material replaced for this reason or re-inspecting any work stage subjected to remedial works shall be recovered from the FS.



1	AGP Framework 2024-2028			
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2	AGP Framework 2024-2028			
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## 1 Introduction

A pitch comprises the field of play and perimeter run-off margins. Unless otherwise specified within the Project Information Document (PID) these shall be in accordance with this document.

In addition to the field of play and perimeter run-offs, paved perimeter margins, spectator areas and goal storage areas are normally incorporated into the footprint of 'the pitch'. These shall be as specified in this document.

## 2 Dimensions


### 2.1 Football

Unless otherwise specified, the layout, and dimensions of all pitches shall be in accordance with the *FA Guide to 3G Football Turf Pitch Design Principles and Layouts*.

User group	Field of play	End run-offs	Side run-offs	Total synthetic turf area
National League Step 1-6	100m x 64m	2 x 3m	2 x 3m	106m x 70m
Community Open Age Football	91m x 55m	2 x 3m	2 x 3m	97m x 61
U11 and U12 - 9 v 9	73m x 46m	2 x 3m	2 x 3m	79m x 52m
U9 and U10 - 7 v 7	55m x 37m	2 x 3m	2 x 3m	61m x 43m

In addition to the synthetic turf area, pitches shall include:

- Goal storage areas, as required and detailed in the FA Guide to 3G Football Turf Pitch Design Principles and Layout, 2024 edition and/or detailed in the Project Information Document (PID).
- Spectator areas as required and detailed in the FA Guide to 3G Football Turf Pitch Design Principles and Layout, 2024 edition and or the PID.
- Paved perimeter margins shall be a minimum of 0.3m wide and slope inwards towards the synthetic turf pitch, typically with a fall of 0.5%.

2	AGP Framework 2024-2028			
Employer's Requirements		Pitch Dimensions	V1	

## 2.2 15 a-side Rugby Union

There is a range of acceptable dimensions for a rugby union pitch: the length of the field of play can vary between 94-100m, whilst the width can range from 68-70m. The in-goal area at either end can be between 6 and 22m in length.

As per World Rugby regulations, the perimeter should be at least 5m wide to prevent injuries.

The minimum length of a rugby union pitch is 106m, with at least 94m from try line to try line and an extra 6m each for the two in-goal areas. As we know, the width must be no less than 68m, making a total minimum playing area of 7,208 sq m.

Field of play	Dead ball zone	End run-offs	Side run-offs	Total synthetic turf area
94m x 68m	2 x 5m	2 x 5m	2 x 5m	114m x 78m
100m x 70m	2 x 5m	2 x 5m	2 x 5m	120m x 80m

In addition to the synthetic turf area pitches shall include:

- Spectator areas as specified by the RFU.
- Paved perimeter margins shall be a minimum of 0.3m wide and slope inwards towards the synthetic turf pitch, typically with a fall of 0.5%.
- Goal storage areas on dual use rugby / football pitches, as shown on the layout drawing in ER 2.


## 1.1 11-a-side hockey

	Field of play	End run-offs	Side run-offs	Total synthetic turf area
FIH minimum	91.4m x 55.0m	2 x 3m	2 x 2m	97.4m x 59.0m
FIH recommended	91.4m x 55.0m	2 x 5m	2 x 3m	101.4m x 61.0m

FIH specifies run-offs and minimum run-offs as detailed above. Some higher-level competition rules require pitches to have the recommended run-offs. Run-offs shall be in accordance with England Hockey competition regulations.

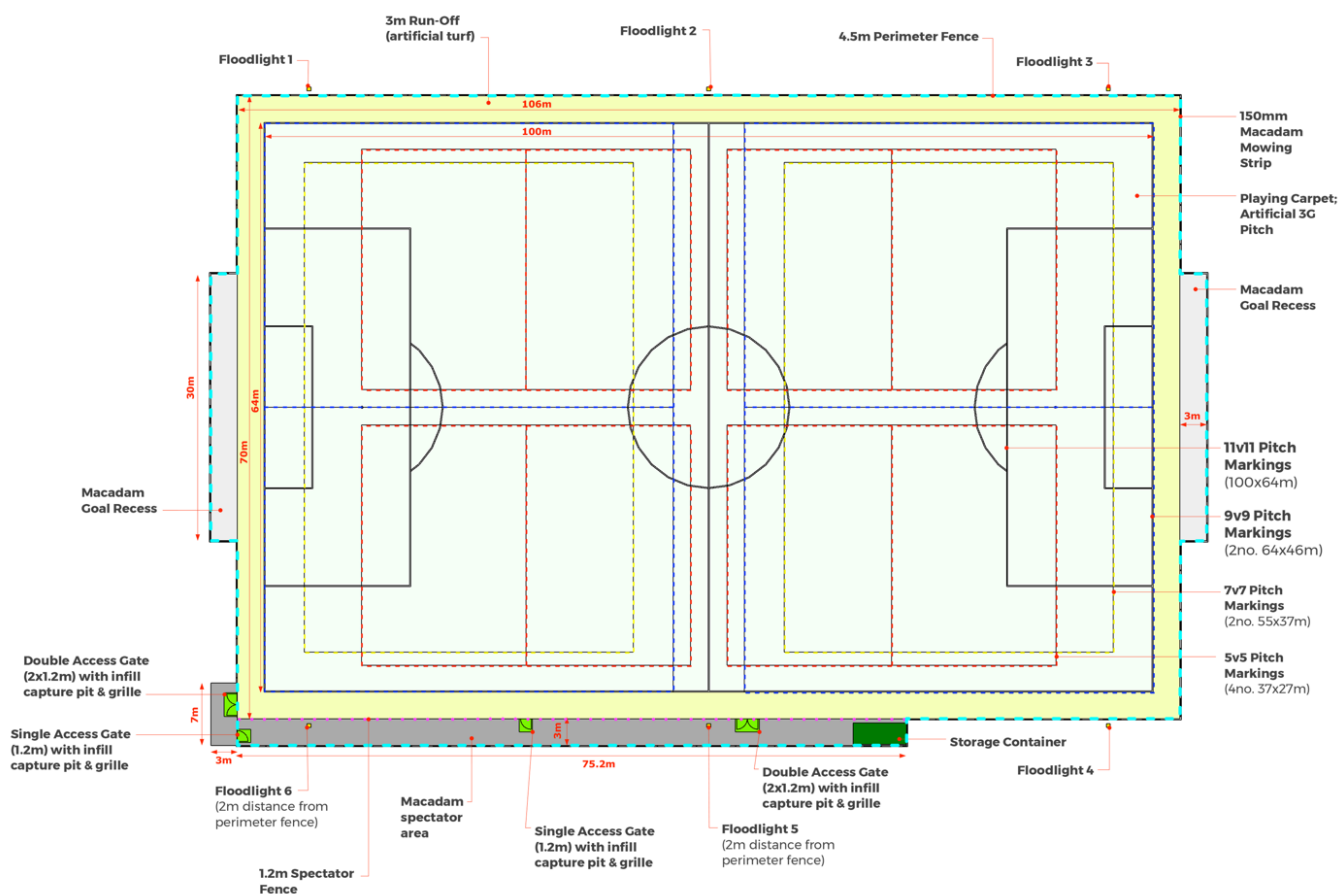
FIH specify the outer 1m portion of the run-off may be a paved surface.


Hockey goal storage areas shall be a minimum 1.5m in depth.

2	AGP Framework 2024-2028	
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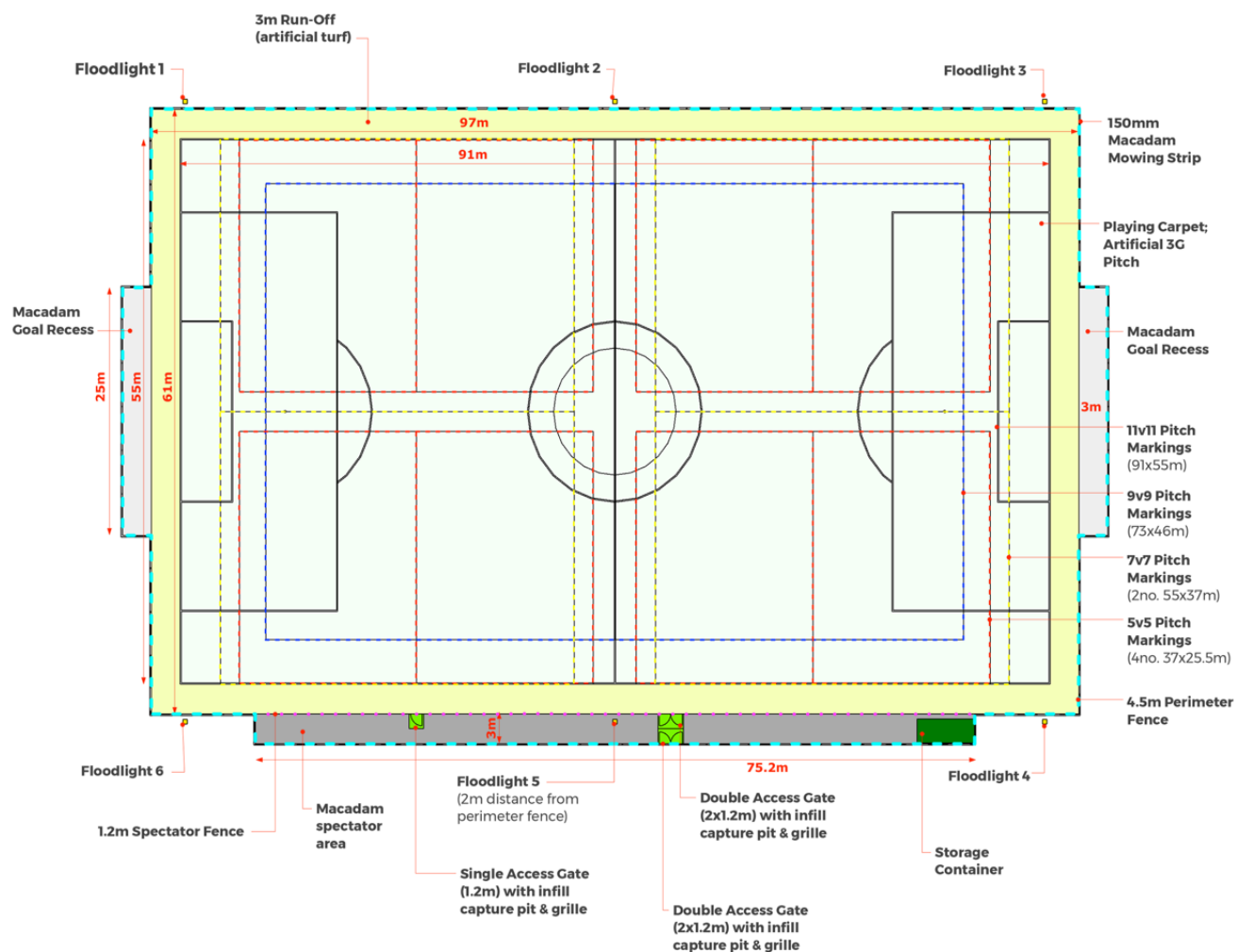
### 3 Layouts

#### 3.1 100m x 64m Football (Indicative)



2	AGP Framework 2024-2028	
Employer's Requirements	Pitch Dimensions	V1

### 3.2 91m x 55m Football (Indicative)



3	AGP Framework 2024-2028	
Employer's Requirements	Formation, Drainage & Base Constructions	V1

## Foreword

This section of the Employer's Requirements specifies the design, construction and performance requirements for the formation, drainage and base of any synthetic turf pitch procured via the AGP Framework (2024-28). They are based on the SAPCA *Code of Practice for the Design, Specification and Testing of Bases for Outdoor Synthetic Sport Areas*<sup>1</sup>. August 2020, (2nd Edition).

## 1 Definitions

The following definitions apply:

**Base** – all elements of construction beneath the synthetic turf surfacing.

**BS** – British Standard published by the British Standards Institute<sup>2</sup>. These include BS EN (British editions of European Standards) and BS ISO (British editions of International Standard Organisations) Standards.

**Designer** – the person or persons that develop and specify the design of the pitch.

**Design Levels** – the theoretical levels for the finished playing surface and/or underlying stages of construction as specified by the designer when developing the design concept for the facility.

**MCDHW** - Manual of Contract Documents for Highway Works<sup>3</sup> published by the (UK) Department for Transport.

In accordance with common practice within the construction industry the depth of any individual construction layer specified is defined as the nominal compacted depth, which can be regarded as the design depth of the construction layer.

## 2 Basic Design Principles

The base works for the pitch will normally comprise the following layers from the bottom up:

- The natural soil (cut and/or fill), termed the formation (also known as the sub-grade)
- A drainage system designed to remove water that falls onto the playing surface or flows towards it from surrounding ground.
- A layer(s) of unbound aggregate termed the sub-base

<sup>1</sup> [www.sapca.org.uk](http://www.sapca.org.uk)

<sup>2</sup> <https://shop.bsigroup.com>

<sup>3</sup> [www.standardsforhighways.co.uk](http://www.standardsforhighways.co.uk)

<b>3</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Formation, Drainage &amp; Base Constructions</b>	<b>V1</b>	

- Either a layer of aggregates that can be graded to the tolerances required to receive the playing surface; termed the unbound base, or a layer or layers of bound asphalt, termed the bound (engineered) base, on which the playing surface is laid.

### 2.1 Design requirements

Based on specific site conditions the formation, sub-base, base and drainage system shall be designed to be able to:

1. Withstand all applied loads without excessive deformation or instability.
2. Restrict the likelihood of variable heave/settlement caused by frost penetration damage or volume changes in the formation soils.
3. Provide adequate drainage capability, and possibly storage potential, where appropriate, to ensure the design meets the need to remove surface water sufficiently quickly to avoid surface flooding during a prescribed storm return period.
4. To meet a design life of at least 25 years.
5. Have minimal impact on existing infrastructure such as services, drainage, etc.

Surface regularity is a key requirement of most sports' governing body specifications as it affects the playing quality and safety of athletes. This means the pitch surface shall remain stable throughout its service life, without significant changes in levels or differential settlement. The long-term stability of the base therefore requires the materials used to be durable and remain resistant to the applied mechanical and environmental loads (e.g., water, temperature variations, freezing, etc.) it will be subjected to.

The design and construction of the pitch shall be undertaken so it has minimal impact on any existing drainage (land or services) under or in the vicinity of the pitch.

### 2.2 Innovation and new construction methods

The criteria specified in this document are based on current best practice, but it is not the intention to restrict the innovation of new construction materials and methods, especially those that can minimise impact on the environment. Such methods of construction are considered acceptable providing they achieve equivalent and/or appropriate performance in respect of:

- suitable stability and load-bearing capabilities
- adequate drainage values
- surface levels
- longevity and/or warranties in line with the principles, criteria and ethos of this code of practice

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Based on specific site conditions any innovative base or drainage system shall be designed to be able to meet the design principles detailed in Clause 2.1.

Some forms of synthetic turf pitch construction incorporate a thick ( $\geq 25\text{mm}$ ) elastic layer or shockpad that, in addition to contributing to the dynamic performance of the playing surface, also acts as a form of bound base layer above the sub-base. In such cases the sub-base shall be constructed as detailed in these Employer's Requirements.

### 3 Formation

#### 3.1 Design considerations

The formation is the material on which the pitch is constructed, and it needs to have adequate stability and load-bearing capacity to support the construction being placed on it. Its ability to achieve this will depend on several different factors including the various weather conditions that will occur during the seasons and the types of soils present on the site. Factors that need to be considered and minimised include the potential for:

- Frost heave
- Clay shrinkage/swelling
- Settlement (under the additional weight of the facility above)
- Vegetation disturbance (e.g., tree roots/weed growth)

#### 3.2 Load-bearing capacity

When tested using a Dynamic Cone Penetrometer (DCP) to a depth of 0.5m below formation, in accordance with *Design Manual for Roads and Bridges HD29/08 Volume 7<sup>4</sup> Section 3 clause 7.27* the inferred CBR value shall be  $\geq 5\%$ .

It is recognised that due to the diversity of soils that can form a formation and their sensitivity to moisture, the requirements detailed above cannot always be achieved. In such cases one of the following ground preparation methods shall be used:

- Installation of suitable selected additional material to improve the formation strength and stiffness;

<sup>4</sup> <http://www.standardsforhighways.co.uk/ha/standards/dmrb/vol7/section3/hd2908.pdf>



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- Stabilisation (e.g., treatment with lime and cement or similar suitable procedures);
- Installation of a geo-synthetic supporting material (e.g., geo-grids) or similar to provide reinforcement between the sub-base and formation.

In any of the above solutions, the Designer shall provide evidence of the design details that have been put in place to compensate for the shortcomings of the formation.

### 3.3 Slope

The formation grade shall preferably have the same slope as the final playing surface, which shall be in accordance with the appropriate sport's governing body standard as follows:

Football: *FIFA Quality Programme for Football Turf, Handbook of Requirements*<sup>5</sup>  
Rugby: *Rugby Turf Performance Specification*<sup>6</sup>  
Hockey: *FIH Hockey Turf and Field Standards*<sup>7</sup>

To minimise the potential for polymeric infills to migrate to the edges of a long-pile synthetic turf pitch and into the surrounding environment, the slope shall be 0.5% unless site specific factors require a larger profile.

### 3.4 Deviations from design levels

Formation levels shall not deviate from the design levels by more than +20/-30mm.

## 4 **Drainage**

### 4.1 Design considerations


The construction of the pitch shall incorporate a drainage system designed to remove rainfall from the playing surface at a rate to ensure that excess water is not allowed to build-up and restrict the use of the facility. The collected water should pass to the discharge outlet.

It may be a requirement to design the pitch's drainage capability to avoid the playing surface flooding to a specified level of risk, and/or to avoid excessive outlet discharge rates from the water that is collected (to restrict flooding risk downstream of the outfall). The permitted maximum drainage discharge rate may be stipulated as a condition of the planning approval for the facility and this may have a significant effect on the drainage design required (including the use of Sustainable Urban Drainage Systems - SUDS).

<sup>5</sup> FIFA-quality-programme-for-football-turf-Test-Manual

<sup>6</sup> <https://playerwelfare.worldrugby.org/playing-surfaces>

<sup>7</sup> [www.fih.ch/inside-fih/fih-quality-programme-for-hockey-turf/](http://www.fih.ch/inside-fih/fih-quality-programme-for-hockey-turf/)

<b>3</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Formation, Drainage, Base</b>	<b>V1</b>	

Due regard must be given to the size and location of any attenuation systems and soakaways and the calculations regarding their design shall be undertaken by a drainage expert. Due regard must be given to the fate of excessive surface water that is not collected in the water collection system and any associated risks to the local environment.

#### 4.2 Performance and construction requirements

In the absence of any site-specific requirements the drainage system shall be designed and installed to:

- (i) Ensure that all surface water is removed from the playing surface at a rate greater than 180mm/h and ensure that no surface flooding will occur during heavy storms, or the facility will not be lost either through rain at the highest intensity which may be expected to occur once every ten years or through continuous rainfall of 200mm over a 24-hour period.
- (ii) Protect the installation from the effects of ground or surface water from the areas surrounding the pitch.
- (iii) Ensure no excessive water remains present in the construction that may result in a significant reduction of the load bearing capacity of the base or damage to the construction from the actions of frost.
- (iv) Prevent run-off from the pitch onto the surrounding land.
- (v) Comply with all relevant requirements of BS EN 1610<sup>8</sup>

The minimum depth of drain trenches shall be the diameter of the drain plus 150mm. The minimum width of the drain trench shall be at least three times the diameter of the drainage pipe which shall be centrally located in the trench.


Pipe bedding materials shall be clean, durable pea gravel or similar. Flexible pipes shall be laid on a bed of 75mm minimum depth and the drainage trench back filled with similar granular materials to a minimum depth of 150mm above the crown of the pipe.

Rodding eyes or catch-pits, with covers, shall be installed to allow inspection and maintenance of the main elements of the drainage system.

Pre-cast concrete manholes and any soak-away type structures shall comply with BS 5911-3<sup>9</sup>. Units that bed onto bases shall be manufactured so that the full wall thickness is in contact with the base.

<sup>8</sup> BS EN 1610:2015 Construction and testing of drains and sewers.

<sup>9</sup> BS 5911-3:2010+A1:2014 Concrete pipes and ancillary concrete products. Specification for unreinforced and reinforced concrete manholes and soakaways (complementary to BS EN 1917:2002)

3	AGP Framework 2024-2028			
Employer's Requirements		Formation, Drainage, Base	V1	

Any existing land drains cut through during the construction of the new facility shall be re-connected into the new drainage system.

The spacing between lateral drains will be dependent drainage system's design but shall be no more than 10m for drains with an external diameter of 80mm or greater and no more than 7m for drains with an external diameter of less than 80mm. Lateral drains shall normally be laid to a minimum slope of 0.5 %. Perimeter drainpipes with a minimum external diameter of at least 100 mm shall be laid when the drainage slope is at least 0.5%. For shallower slopes pipes with a diameter of at least 125 mm shall be laid. The minimum drainage slope shall be 0.3%.

#### 4.3 Surface water drainage

Surface water drainage (gully drains, slot drains, etc) shall be provided to all paved areas (spectator areas, perimeter margins, equipment storage compounds, etc.) adjacent to the pitch. The drainage system shall include trash boxes with suitably sized mud-buckets/filters to capture any infill and prevent it being washed into the drainage system.

### 5 **Perimeter edgings**

The base of the pitch shall be contained within hydraulically pressed concrete kerbs complying with BS EN 1339<sup>10</sup>. They shall be laid to a true line and level with adequate up-stand for the subsequent fitting of the synthetic turf surface. They shall be well haunched in concrete.


### 6 **Sub-Base**

#### 6.1 Design considerations

The sub-base shall:

- Provide adequate stability and load-bearing capacity in conjunction with the formation during both construction and in the long-term to support surface applied loads without excessive deformation or permanent damage. This shall include protection of the (weaker) formation soils beneath.
- Provide adequate stability to resist the effects of swelling, shrinkage or freezing in the formation soils.
- If the formation soils are frost susceptible, limit the likelihood of frost penetrating them.
- Provide adequate storage of infiltrating surface water when required as part of the design.

<sup>10</sup> BS EN 1339:2003 Concrete paving flags. Requirements and test methods

3	AGP Framework 2024-2028			
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#### 6.2 Sub-base depth

It is the designer's responsibility to determine the required sub-base thickness, and once constructed it should comply with the (performance) requirements of the SAPCA Code of Practice for the Design, Specification and Testing of Bases for Outdoor Synthetic Sport Areas. The sub-base design thickness should be explained in the tender documents by the Supplier.

When alternative innovative forms of base design are being considered, the depth of the construction shall provide the levels of stability and longevity that are specified in this document.

At no point shall the installed depth be less than 90% of the design depth and the total area on which the depth is below the design depth shall not exceed 10% of the total surface area, unless an agreed alternative innovative sub-base is proposed.

#### 6.3 Sub-base materials


Unless an alternative innovative form of sub-base design is being used the sub-base shall be constructed from aggregates that comply with the requirements of BS EN 13285<sup>11</sup> and the MCDHW Series 800 (Clause 805).

#### 6.4 Load Bearing Capacity

When tested using a Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2<sup>12</sup> the surface modulus on the prepared sub-base shall be greater than or equal to 40 MPa. If this requirement is not achieved the FS shall provide proposals on how they propose to improve the stability of the sub-base to ensure satisfactory construction.

<sup>11</sup> BS EN 13285:2018 Unbound mixtures. Specifications

<sup>12</sup> BS 1942: 2018 Hydraulically bound and stabilized materials for civil engineering purposes. Part 2: Sample preparation and testing of materials during and after treatment.

<b>3</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Formation, Drainage, Base</b>	<b>V1</b>	

## 7 Base

### 7.1 Introduction

The base layer used to regulate the sub-base on football and rugby pitches shall either be constructed with an unbound blinding layer or an asphalt (macadam) base.

Unless the design of a hockey pitch includes an elastic layer  $\geq 30$  mm in thickness, the base layer of a hockey pitch shall be asphalt.

### 7.2 Unbound base blinding layer

#### 7.2.1 Aggregate grading

Unless otherwise specified by the Designer, an unbound base shall be constructed from aggregates that comply with all relevant clauses of BS EN 13285 and the particle grading given below.

Sieve size (mm)	% passing
16.0	100
14.0	90 -100
6.3	60 – 75
4.0	15 – 50
2.0	10 – 35
1.0	6 – 26
0.063	0 – 5

The unbound base layer shall be laid to a maximum depth of 50mm with no area being less than 20 mm thick.

### 7.3 Asphalt (macadam) base


If the base of the pitch is to be asphalt/macadam it shall comply with the following requirements.

The asphalt shall comply with BS EN 13108-7<sup>13</sup>. The bitumen used in the asphalt mix shall be Class 60-70 or Class 80-100; and be in accordance with BS EN 12591<sup>14</sup>.

The bitumen content shall be between 3.4 % and 4.0 % and be in accordance with BS EN 12591.

<sup>13</sup> BS EN 13108-7:2016 Bituminous mixtures. Material specifications. Porous Asphalt

<sup>14</sup> BS EN 12591:2009 Bitumen and bituminous binders. Specifications for paving grade bitumens

<b>3</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Formation, Drainage, Base</b>	<b>V1</b>	

The asphalt shall be manufactured, transported and laid in accordance with BS 594987<sup>15</sup>.

If a single layer construction is used it shall be either 0/10mm or a 0/14mm grade asphalt, laid to an average consolidated thickness of 40 mm, with no area being less than 30 mm.

If a two-layer construction is used the binder layer shall be either a 0/10mm, 0/14mm or a 0/20mm grade asphalt, laid to an average consolidated thickness of 40 mm with no area being less than 30mm thick, and the surfacing layer shall be a 0/6 mm or 0/10mm grade asphalt, laid to an average consolidated thickness of 25 mm with no area being less than 20mm.

#### 7.4 Slope and deviation from design levels

The base shall have the same slope as the final playing surface, which shall be in accordance with the appropriate sport's governing body standard. Construction levels shall not deviate from Design Levels by more than  $\pm 15\text{mm}$ .

#### 7.5 Surface regularity

The surface regularity of the base shall be in accordance with the appropriate sport's governing body Standard.

#### 7.6 Water infiltration requirement

The base layer shall allow the percolation of water at a rate of more than 300 mm/h when tested in accordance with BS EN 12616<sup>16</sup>.

### **8 Perimeter margins**

If required (see ER 11), paved perimeter margins shall be designed to slope inwards from the fence line towards the pitch. Any surface water drain-outlets sited within the margin shall have suitable trash boxes and mud-buckets in accordance with clause 4.3.

<sup>15</sup> BS 594987:2015+A1:2017 Asphalt for roads and other paved areas. Specification for transport, laying, compaction and product type testing protocols

<sup>16</sup> BS EN 12616:2013 Surfaces for sports areas. Determination of water infiltration rate

4	AGP Framework 2024-2028		
Employer's Requirements	Resurfacing & Recycling of existing pitches	V1	

## 1 Introduction

When resurfacing an artificial pitch, the Football Foundation and its partners wish to take a proactive approach to the end-of-life disposal of the existing surface.

End of life disposal of artificial turf pitches comprise several different components and the requirements of the Football Foundation, detailed in this document, apply to all of them. This includes:

- Artificial turf carpets
- Performance and Stabilising infills
- Prefabricated shock pads
- In situ laid shock pads and elastic layers

In accordance with UK legislation, an artificial turf surface that has reached the end of its service life and is lifted to enable replacement, becomes a **'waste'** material.

Notes:

*This definition has been the subject of much legal debate and subsequent judicial rulings, but essentially the test of the definition has to be applied objectively and the word 'discard' is understood to mean 'to get rid of'. As a worn-out artificial turf sports surface is being removed and discarded and will not be reused in its current condition for the purpose for which it was designed, it is classified as 'waste' under the regulations.*

*In the case of the infill within the pile of the carpet, this will have become contaminated over time, meaning that it cannot be classed as a suitable replacement for 'new' material in its untreated state, (i.e., the infill needs to be processed or cleaned before being suitable for reusing as an infill), meaning it is still classified as 'waste'.*

*A pitch that has further life and is redeployed for the same purpose is not waste.*

## 2 Duty of Care

As written in the Environmental Protection Act 1990, it shall be the duty of any person who imports, produces, carries, keeps, treats or disposes of controlled waste or, as a broker, has control of such waste, to take all such measures applicable to him in that capacity as are reasonable in the circumstances:

- (a) To prevent any contravention by any other person of section 33 (treatment and disposal).
- (b) To prevent the escape of the waste from his control or that of any other person.
- (c) On the transfer of the waste, to secure —
  - (i) that the transfer is only to an authorised person or to a person for authorised transport purposes; and
  - (ii) that there is transferred such a written description of the waste as will enable other persons to avoid a contravention of that section and to comply with the duty under this subsection as respects the escape of waste.

<b>4</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Resurfacing &amp; Recycling of existing pitches</b>	<b>V1</b>	

The Framework Supplier has a responsibility to take all reasonable steps to ensure that when waste is transferred to another waste holder that the waste is managed correctly throughout its complete journey to disposal or recovery.

### 3 Waste Hierarchy

The basic principles of the handling of waste are defined in the Waste Hierarchy, which seeks to ensure waste is handled in the most sustainable way by ranking waste management options according to what is best for the environment. It gives highest priority to preventing waste in the first place. When waste is created, it gives precedence to preparing it for reuse, then recycling, then energy recovery, and finally disposal (e.g., landfill).

The Waste Hierarchy is derived from the revised Waste Framework Directive (Directive 2008/98/EC) and was incorporated into legislation via the Waste (England and Wales) Regulations 2011, as amended.

It is a legal requirement to make sure that any waste produced is dealt with in accordance with this hierarchy, i.e., artificial turf waste should be sent for recycling rather than energy recovery or disposal whenever possible. Additionally, and in accordance with EU Decision 2000/532/EC, waste materials must be classified using the most appropriate six-digit code found in the European Waste Catalogue (EWC).

Once an artificial turf surface reaches its end of life, it cannot be used/reused further, so it needs to be disposed of, and following the principles of the Waste Hierarchy this should be by recycling. Recycling takes two principal forms, open-loop, and closed-loop. These may be defined as:

#### Closed Loop Recycling

Where a product is used, discarded, captured, and then the component materials are recycled into a new product of similar functionality which is then itself used, discarded, and captured, to be recycled again, continuously cycling the material resource through the supply chain.

Closed-loop recycling is the Football Foundation's preferred form of recycling. Ultimately, it wishes to see all the components that make-up a synthetic turf surface that is being replaced as part of the pitch resurfacing or conversion, being processed in closed-loop operations.

The Football Foundation will work with the AGP 2024 Framework Suppliers and larger UK recycling supply chain to facilitate this.

Examples of synthetic turf surfacing closed-loop recycling include:

- recovery and processing of pile yarns to create new pile yarns for use in synthetic turf surfaces.
- recovery and processing of primary and/or secondary backings to form new primary and/or secondary backings for synthetic turf surfaces.



<b>4</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Resurfacing &amp; Recycling of existing pitches</b>	<b>V1</b>	

- clean, grade and reuse of performance or stabilising infill within a new synthetic turf surface.
- recovery and processing of shock pads to form new shock pads.

#### Open-Loop Recycling

Where material is recycled in an open loop process the output product is not the same as the material being recycled. The material is made into a substantially different product with different properties. The product is often non-recyclable or has degraded recycling capabilities.

Examples of synthetic turf surfacing open-loop recycling include:

- agglomeration of synthetic turf carpets and shock pads for processing as secondary use plastics.
- cleaning, grading and reuse of performance or stabilising infills for applications other than synthetic turf infills.
- re-melting of performance infills and use in thermoset products other than performance infills.

Within the sports industry several open-loop processes are being used to produce components that are then re-used in the construction of new sports facilities. This approach is viewed positively by the Football Foundation, as it encourages a commercially viable intramural approach to the recycling of synthetic turf surfaces by the sports surfacing industry.

#### **4 Football Foundation Approved List - Synthetic Turf Recycling Companies**

To ensure that end of life synthetic turf pitches are processed in a way considered acceptable by the Football Foundation and its partners, a Football Foundation Approved List - Synthetic Turf Recycling Companies has been developed. Only the recycling companies and their listed processes will be authorised for use on AGP 2024 Framework funded projects when a pitch is being replaced. The Football Foundation will publish the list and encourage other UK sports' governing bodies and users of synthetic sports surfaces to incorporate the list into their synthetic turf replacement project specifications.

Approved recycling companies must hold an appropriate permit. Under no circumstances shall end of life synthetic turf surfacing be disposed of by repurposing or land fill.

*Note - inclusion of a recycling company/process on the Football Foundation List will not remove the need for the recycling company, or anyone using its services, from ensuring all aspects of a synthetic turf pitch's removal, handling and recycling are undertaken in accordance with UK legislation.*

4	AGP Framework 2024-2028		
Employer's Requirements	Resurfacing & Recycling of existing pitches	V1	

## 5 End of life disposal

All end-of-life synthetic turf components shall be disposed of in accordance with this section of the AGP 2024-28 Employer's Requirements.

If an AGP Framework Supplier wishes to recycle performance or stabilising infill for use in a new AGP Framework 2024-28 funded installation, they shall supply test results showing the infill's compliance with the appropriate quality requirements of the AGP 2024 Employer's Requirements. These shall be submitted to the Framework Managing Consultant (FMC) prior to the installation of the infill into the new surface.

AGP Framework Suppliers shall submit a copy of the relevant Environmental Permit or appropriate Waste Exemption certificate to the FMC prior to Waste materials being transported for processing.

## 6 Transportation of end-of-life synthetic turf pitches

Recycling processes are primarily undertaken off site from the location of the pitch. This will require the transportation of materials. All end-of-life synthetic turf components shall be transported in accordance with this section of the AGP 2024 Employer's Requirements.

- Transportation of waste shall only be undertaken by companies registered with the Environment Agency.
- AGP Framework Suppliers shall ensure that they have a copy of the waste transporter's registration certificate, prior to waste being collected from their site.
- If the waste material is to be transported across national borders, the Framework Supplier, or their agent, shall apply for all necessary classification papers and transport permits from the relevant local authorities prior to waste being collected from their site. Copies of the permits shall be available for inspection.

*Note: The Trans-frontier Shipment of Waste Regulations (2007), as amended, introduced extra requirements over and above the requirements applicable within the UK if waste is to be exported. Expert opinion considered it likely that synthetic turf surfaces (as a mixture of materials) will fall within the scope of the Amber List contained within the regulations.*

- If Waste Brokers or Waste Dealers, including companies who do not take physical possession of the waste, are used, they shall also be registered with the Environment Agency and the AGP Framework Supplier shall ensure they have a copy of their registration certificate(s) prior to dealing with them.

<b>4</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Resurfacing &amp; Recycling of existing pitches</b>	<b>V1</b>	

## 7 Shockpads

End of life shockpads shall be lifted and taken to a plant licensed for the handling of waste synthetic surfacing to allow it to be processed and placed back into the market, as repositioned material.

Wherever possible, existing shockpads should be retained and incorporated into the new synthetic turf surfacing system. To determine if an existing shockpad is suitable for reuse it shall be inspected by the Specialist Testing Consultant and tested in accordance with the procedures specified as follows:

- Football: Clause 4.3 of the FIFA Handbook of Requirements for Football Turf, October 2015 Edition.
- Rugby: Clause 8.5 of World Rugby's Rugby Turf Performance Specification, 2016 Edition
- Hockey: Clause 4.2.3 of Part 3 of the FIH Hockey Turf and Field Standards

In addition to satisfying the above requirements, samples of the shockpad shall be taken from the pitch and tested in the laboratory to determine if the shockpad's tensile strength is still compliant with the minimum tensile strength requirements of the relevant Standard listed above.

The thickness of the shockpad shall also be assessed on a 10m grid across the whole field to ensure a consistent depth ( $\pm 15\%$  of the mean) was previously installed.

5	AGP Framework 2024-2028		
Employer's Requirements	Football Turf	V1	

## Introduction

This section of the Employer's Requirements specifies the performance and material requirements for the synthetic turf surfacing system laid on any synthetic turf football pitch procured via the AGP Framework (2024-28).

### 1. Intended usage

The pitch will be used for a range of football activities including match play, small-sided football (all forms), training, general physical training and any other appropriate sporting activities.

It is envisaged that school/community pitches will be subjected to between 50 and 80 hours use per week, and stadia and club pitches will be subjected to approximately 40 hours use per week; an indication of the predicted use being given in the Project Information Document included within the Tender pack.

The pitch shall provide a satisfactory playing environment for a minimum of eight years and its performance and compliance with the relevant competition and performance standards shall be as detailed in warranty requirements (see ER 13 for details).

Footwear will be controlled by the field operator, and the use of flat soled sports shoes will be restricted as far as possible. 100% use of studded boots cannot be assured.

Maintenance will be undertaken in accordance with the Framework Supplier's instructions using equipment supplied under the contract to build the pitch (see ER 12 for details).

1 ER 12 – AGP Framework [2019-23] Maintenance  
2 ER 13 - AGP Framework [2019-23] Performance and materials warranty

<b>5</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

## 2. Design and construction requirements

Full size football pitches shall be designed and constructed to allow certification at handover and through the life of the playing surface in accordance with the performance warranty requirements of the AGP Framework (2024-28).

In summary these are:

FA Competition Steps	
1 and 2	FIFA Quality Pro for the full warranty period
3 – 6	FIFA Quality with annual re-testing, for the full warranty period
Regional Feeder Leagues and below	<u>Initial certification</u> - FIFA Quality  <u>Certification at Year 3</u> - Fields not exceeding 4,500 playing hours (total) at the time of test: FIFA Quality  Fields exceeding 4,500 playing hours (total) at the time of test: FA Register Test  <u>Certification at Year 6</u> - FA Register Test

Small-sided football pitches (Less than 90m x 45m) shall be designed and constructed to allow certification at handover and through the warranty period in accordance with BS EN 15330-13<sup>3</sup>.

## 3. Synthetic turf surfacing quality standards

The synthetic turf surfacing system shall be certified to the FIFA Quality Pro and FIFA Quality levels in accordance with the current laboratory testing requirements of the FIFA Quality Programme for Football Turf.

To minimise the potential for infill migration the surface shall, unless otherwise agreed with the FMC, have a low splash rating when tested in accordance with FIFA TM 16<sup>4</sup>.

FIFA certification shall be based on the colours of the surfacing and line markings being offered for the project.

The primary pile yarn shall be polyethylene monofilament.

<sup>3</sup> BS EN 15330-1:2013 Surfaces for sports areas. Synthetic turf and needle-punched surfaces primarily designed for outdoor use. Specification for synthetic turf surfaces for football, hockey, rugby union training, tennis and multi-sports use

<sup>4</sup> FIFA TM 16 FIFA Quality Programme for Football Turf - Handbook of Test Methods

5	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

The minimum tuft bind, when tested in accordance with BS ISO 49195<sup>5</sup>, shall be 45N.

The minimum tensile strength of the pile yarn, when tested in accordance with BSEN 13864<sup>6</sup> before and after UV ageing in accordance with BS EN 14836 (Method 2) <sup>7</sup> shall be 8N.

The minimum tensile strength of the carpet when tested in accordance with BS ISO 13934-1<sup>8</sup> shall be 15N/100mm.

The synthetic turf carpet shall satisfy the requirements of the REACH Regulations Annex XVII Entry 50 and the Heavy Metal Migration limits specified in BS EN 71-3<sup>9</sup> Table 2 Category III.

#### 4. Shockpad quality standards

The Football Turf system shall include a shockpad in accordance with the performance and testing requirements of EN 15330/4. <sup>10</sup>

Shockpads are required to:

- Reduce the amount of polymeric infill installed in its funded pitches.
- Be environmentally sustainable with the ability to be fully recycled at end of life.
- Continue to meet the FIFA Quality standard or FA Register Field Test when used in conjunction with an approved turf, and organic infill, or non-fill system as part of future carpet replacements for the life of its warranty. – A shock pad warranty for a minimum of 20 years must be provided.

The combined design of any shockpad and the synthetic turf carpet shall ensure that slippage and creep of the carpet does not occur.

#### 5. Infill quality standards

##### 5.1 Performance Infill

Unless otherwise specified in the Project Information Document, the Performance Infill shall be End of Life Tyre (ELT) granulate. The particle grading shall be in accordance with the FIFA Quality Programme (FQP) Product Test Report and in the range 0.5mm – 2.5mm. It shall be machine laid to the depth specified in the FQP Product Declaration.

5 BS ISO 4919:2012 Carpets. Determination of tuft withdrawal force

6 BS EN 13864 Surfaces for sports areas. Determination of tensile strength of synthetic yarns

7 Surfaces for sports areas - Synthetic surfaces for outdoor sports areas - Test method for artificial weathering

8 BS EN ISO 13934-1:2013 Textiles. Tensile properties of fabrics. Determination of maximum force and elongation at maximum force using the strip method

9 BS EN 71-3:2019 Safety of toys. Migration of certain elements

10 EN 15330-4:2022 - Surfaces for sports areas - Synthetic turf and needle-punched surfaces primarily designed for outdoor use - Part 4: Specification for shockpads used with synthetic turf, needle-punch and textile sports surfaces.

<b>5</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

When specified, alternative performance infill to ELT should meet the SAPCA's Quality Control Protocol for Sports Performance Infill and feature on the Register of Compliant Sports Performance Infills<sup>11</sup>.

The performance infill shall comply with the following requirements:

5.1.1 The Inhalable Dust Content of the infill shall be classified as Very Low or Low when measured in accordance with BS EN 15051<sup>12</sup>.

5.1.2 The effective free metal and free fibre content shall be zero.

5.1.3 PAH content

PAH	Cas No.	Requirement	Test method
Benzo[a]pyrene (BaP)	50-32-8	≤ 20.0 mg/kg for the sum of the eight PAHs listed	PAH - AfPS 2014:01 PAK <sup>13</sup> Prior to chemical analysis, samples shall be prepared in accordance with Appendix A of draft European Standard prEN 17409 <sup>14</sup>
Benzo[e]pyrene (BeP) C	192-97-2		
Benzo[a]anthracene (BaA)	56-55-3		
Chrysen (CHR)	218-01-9		
Benzo[b]fluoranthene (BbFA)	205-99-2		
Benzo[j]fluoranthene (BjFA)	205-82-3		
Benzo[k]fluoranthene (BkFA)	207-08-9		
Dibenzo[a,h]anthracene (DBAhA)	53-70-3		

Sampling for routine product testing – The infill manufacturer shall undertake routine sampling and testing in accordance with draft European Standard prEN 17409<sup>15</sup>.

5.1.4 Heavy Metal migration

Element	Migration limit (mg/kg)	Element	Migration limit (mg/kg)
Aluminium	70,000	Manganese	15,000
Antimony	560	Mercury	94
Arsenic	47	Nickel	930
Barium	18,750	Selenium	460
Cadmium	17	Strontium	56,000
Chromium (III)	460	Tin	180,000
Chromium (VI)	0.2	Organic tin	12
Cobalt	130	Zinc	46,000
Copper	7,700	Lead	160

<sup>11</sup> SAPCA Quality Control Protocol

<sup>12</sup> BS EN 15051-1:2013 Workplace exposure. Measurement of the dustiness of bulk materials. Requirements and choice of test methods

<sup>13</sup> Published by the German Product Safety Commission

<sup>14</sup> prEN 17409: 2019 Code of Practice for the Sampling of Performance Infills used Within Synthetic Turf Surfaces.

<sup>15</sup> Suppliers listed on the SAPCA Quality Control Protocol for Sports Performance Infills satisfy this requirement.

5	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

**Test method** - As specified in Clauses 7 and 8 of BS EN 71-3

**Frequency of testing** - The manufacturer shall operate a quality assurance programme that allows for a minimum of one sample taken from production to be tested at least once every six months.

**Sampling for routine product testing** – The infill manufacturer shall undertake routine sampling and testing in accordance with draft European Standard prEN 17409.

#### 5.1.5 Performance Infill quality management system

The manufacturer of the infill shall be independently certified as operating a quality management system for the production of the infill in accordance with BS EN ISO 9001<sup>16</sup>.

Testing of the performance infill shall be undertaken by a test laboratory accredited to BS EN ISO/IEC 17025<sup>17</sup> for the tests specified.

#### 5.1.6 Certificates of conformity

Certificates of Conformity confirming compliance with the requirements of clause 5.1 shall be included in the Operations and Maintenance Manual provided when the pitch is handed over.

#### 5.2 Stabilising infill

The stabilising infill shall be rounded sand in accordance with the FQP Product Declaration and in the particle range 0.2mm – 1.0mm.

The Inhalable Dust Content shall be classified as Very Low or Low (BS EN 15051).

### 6. Installation standards

#### 6.1 Shockpad

The synthetic turf surfacing system shall include a shockpad which shall be designed and laid to ensure minimal remedial works are required when the synthetic turf carpet is removed and replaced in the future.

Insitu-laid shockpads shall be machine laid using a suitable paving machine to form one homogenous layer across the whole of the field. Continuous monitoring of climatic conditions shall be undertaken during the laying of the shockpad to ensure that materials are not laid or left to cure in conditions outside the specified working conditions of the polyurethane binder being used. These conditions shall be notified to the FMC prior to works commencing.

Prefabricated shockpads shall either be inter-locking, ribbon bonded to the base or seamed along head joints in accordance with the manufacturer's instructions.

On completion of the shockpad installation the maximum undulation under a 3m

<sup>16</sup> BS EN ISO 9001:2015 Quality management systems. Requirements

<sup>17</sup> BS EN ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories

<sup>18</sup> FIFA Quality Programme for Football Turf - Handbook of Test Methods



<b>5</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

straightedge, when tested in accordance with FIFA TM 12<sup>18</sup>, shall be 10mm.

#### 1.2.1 Synthetic turf carpet

The synthetic turf carpet shall be laid in full widths across the pitch, other than where longitudinal rolls are laid to include run-offs and tufted side-line markings.

The method of jointing / seaming, including all in-laid line markings, shall be such that no ridge, groove or creases occur. The maximum carpet seam gap shall be no greater than the tuft gauge of the carpet. No seam shall be within 300mm of any permanent inlaid line.

Bonded joints shall be formed using jointing tape of not less than 400mm wide and polyurethane glue applied evenly to either side of the tape to a minimum total width of 300mm. The strength of the bonded joints shall meet the requirements set out in FIFA Quality Programme for Football Turf.

There shall be no tuft loops, random long tufts, loose tufts, tears, holes or melted areas, undulations, pile height variations or any other visual or manufacturing defects.

If replacement of a defective carpet is deemed necessary by the Employer or their agent, this shall involve full replacement of the length and width of a carpet roll (as designed and manufactured). No patching whatsoever will be allowed without written approval of the Employer.

#### 6.3 Line markings

The field shall be line marked in accordance with the Laws of the Game, as published by FIFA. Wherever possible lines shall be tufted into the carpet.

Football markings should take priority over any other markings and be white in colour. Secondary markings, when required, shall be coloured as follows:

U11/U12 9v9: Blue  
U9/U10 7v7: Yellow  
U7/U8 5v5: Red

The layout of secondary markings shall be as shown in The FA Guide to 3G Football Turf Pitch Design Principles and Layouts<sup>19</sup>.


Main pitch marking shall be tufted / inlaid into the synthetic turf carpet.

Lines shall be a single width between 100mm and 120mm wide and, when measured with a steel tape, be within 10mm of their specified position.

No carpet seam shall be within 300mm of any permanent inlaid line.

Straight lines shall not deviate by more than 10mm from a line joining their ends, nor include any sudden steps. Line edges shall be parallel and uniform.

<sup>19</sup> www.thefa.com

<b>5</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

For a period of eight years following Practical Completion each straight-line marking shall

remain straight to within  $\pm 20\text{mm}$  of a tensioned string line joining its ends and all lines shall remain within  $\pm 50\text{mm}$  of their original position as measured at Practical Completion.

Furthermore, no line shall exhibit any sudden irregularity or deviation greater than 10mm over a distance of 1 metre.

#### 6.4 Stabilising infill

Stabilising infill shall be installed at the rate specified by the manufacturer of the synthetic turf surfacing system. It shall be installed in dry conditions and it shall be brushed into the carpet until an even thickness, at the specified application rate is achieved.

#### 6.5 Performance infill

The performance infill shall be installed at the rate recommended by the manufacturer of the synthetic turf, it shall be installed in dry condition and it shall be brushed into the carpet until an even thickness of fill is achieved and the correct amount of carpet free pile above the level of the infill is present.

##### 6.5.1 Eliminating environmental contamination

During the transportation, site storage and installation of the performance infill, steps shall be taken to eliminate the risk of contamination of the environment by accidental spillage or poor working practices resulting in infill materials contaminating the surrounding environment of the pitch and storm water drainage systems. These shall include, but not be limited to:

- Storing big-bags and palletised bags in areas that can contain any infill spillage, ensuring that it cannot be flushed into storm water drainage systems or adjacent water courses. Such areas to be cleaned on completion of the works to ensure any spilt infill is collected and disposed of in an environmentally friendly way.
- Opening bags and loading spreading machines within the synthetic turf area, whenever possible.
- Using purpose made spreading machines to apply the infill in a controlled manner that minimises the risk of infill being thrown outside the area.
- Removing any infill caught on installation (or maintenance) plant before it leaves the synthetic turf area.

#### 6.6 Field certification

Following completion of the pitch, and following any agreed period of establishment, the Specialist Testing Consultant (STC) will arrange for testing to determine if it satisfies the FIFA Quality category of performance, as defined in the FIFA Quality Programme for Football Turf. The Framework Supplier shall provide the following services during this process:

- i. Making the on-line application to FIFA to allow a field test number and template report to be issued.
- ii. Ensure that all the required site samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them.
- iii. Provide a copy of the FIFA test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by FIFA.

5	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

## 7. Dual sports pitches

### 7.1 Football / Rugby Union

If the pitch is to also be used for Rugby Union, the following additional requirements shall apply:

7.1.1 The pitch shall be designed and constructed to also allow certification at handover, in accordance with World Rugby requirements<sup>20</sup>.

7.1.2 The synthetic turf surfacing system shall be recognised by World Rugby as complying with the product requirements of their Rugby Turf Performance Specification.

7.1.3 Permanent rugby line markings shall be installed in accordance with the Laws of the Game - Rugby Union<sup>21</sup>, as published by World Rugby. The lines shall be yellow in colour.

7.1.4 Following completion of the pitch, and following any agreed period of establishment, the STC will arrange for it to be tested to determine if it also satisfies the field test requirements of World Rugby's Rugby Turf Performance Specification. The Framework Supplier shall provide the following services during this process:

- i. Making an on-line application to World Rugby to allow a field test number and template report to be issued;
- ii. Ensure that all the required samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them;
- iii. Provide a copy of the World Rugby test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by World Rugby.

### 7.2 Football / Hockey

If the pitch is to also be used for hockey the following additional requirements shall apply:

7.2.1 The pitch shall be designed and constructed to enable certification in accordance with the FIH Multi-Sport Category 3 <sup>22</sup> standard.

7.2.2 The synthetic turf surfacing system shall be an FIH Approved FIH Multi-Sport 3 product. The minimum yarn thickness requirement detailed in Clause 2.1 is not mandatory for dual use football/hockey surfaces.

7.2.3 Permanent hockey line markings shall be installed in accordance with the Rules of Hockey, as published by the FIH. The lines shall be yellow in colour. The dashed 5m shooting circle markings are not required.

<sup>20</sup> As defined in World Rugby's Rugby Turf Performance Specification

<sup>21</sup> <https://laws.worldrugby.org>

<sup>22</sup> As defined in the FIH Hockey Turf and Field Standards

<b>5</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Football Turf</b>	<b>V1</b>	

7.2.4 Following completion of the pitch and following any agreed period of establishment, the FMC/STC will arrange for it to be tested to determine if it satisfies the FIH Multi-sport 3 category of performance, as defined in Part 3 of the FIH Hockey Turf and Field Standards.

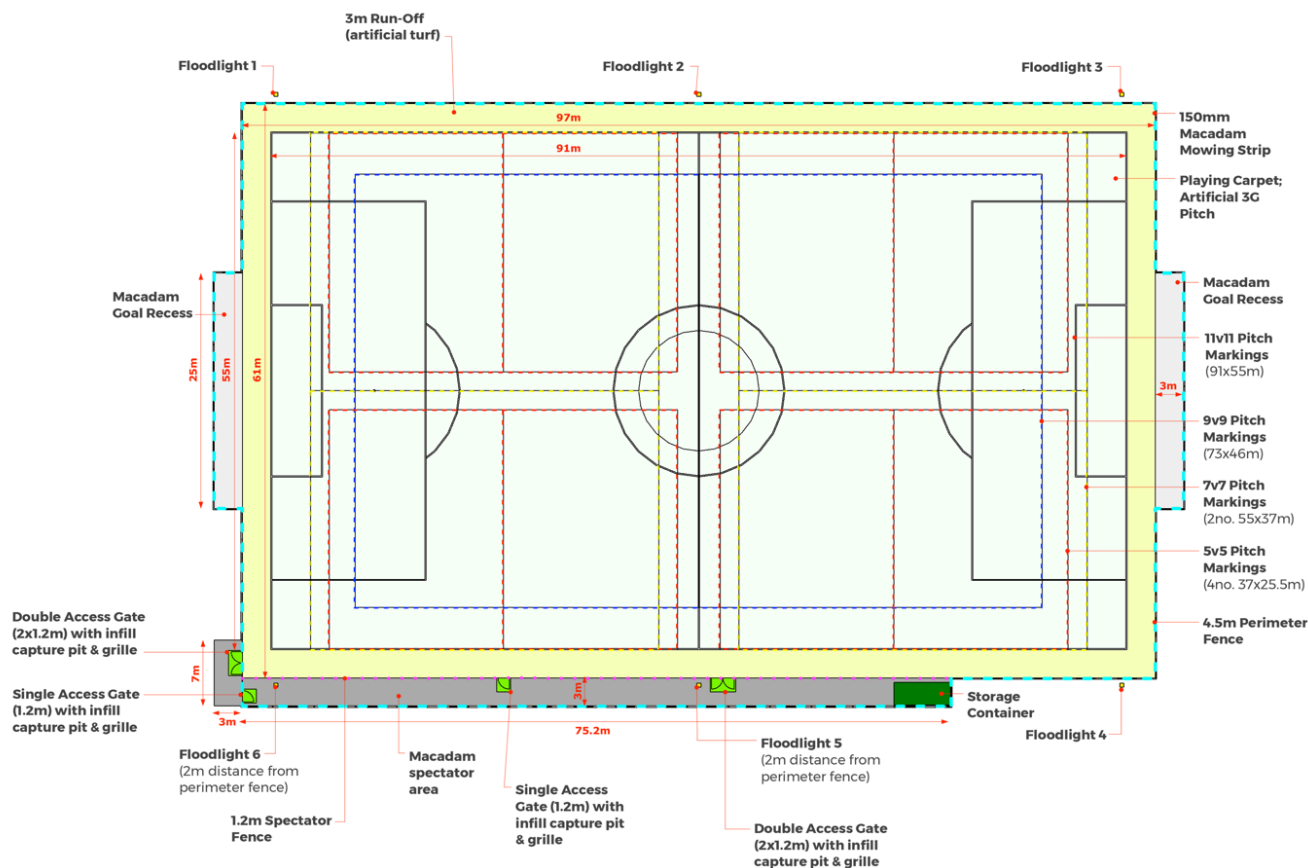
The Framework Supplier shall provide the following services during this process:

- i. Ensure that all the required samples of synthetic turf, shockpad and infill materials are available on the site, on the day of the field test, to allow the test institute to collect them.
- ii. Provide a copy of the FIH test report and field certificate (assuming the field has passed) to the Employer's Agent within three working days of it being issued by FIH.

8	AGP Framework 2024-2028	
Employer's Requirements	Fencing, Gates and Access	V1

## 1. Introduction

Perimeter fencing shall be erected around the pitch to contain balls, to protect the playing surface from contamination and to help prevent unauthorised access and vandalism<sup>1</sup>. The precise layout of the fencing (heights, position, goal storage recesses and number of gates, etc.) shall be as the diagram below, unless specified otherwise in the Project Information Document (PID).



At least one pair of double gates shall be provided to allow maintenance and emergency vehicle access.

Gated access shall be provided to allow direct access to each half of the pitch from the spectator area.

Equipment storage compounds shall be incorporated into the fencing to provide suitably sized recesses to accommodate and anchor portable goals. The design shall ensure it is easy to retrieve balls from the recesses and goals can be stored and anchored safely.

<sup>1</sup> BS EN 15312:2007+A1:2010 Free access multi-sports equipment. Requirements, including safety, and test methods.

<sup>2</sup> The SAPCA Code of Practice for the Construction and Maintenance of Fencing Systems for Sports Facilities

8	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Fencing, Gates and Access</b>	<b>V1</b>	

All fencing works shall be undertaken in accordance with the SAPCA Code of Practice for Fencing Systems<sup>2</sup>.

## 2. Type of fencing

Unless otherwise specified in the PID, fencing shall be constructed from twin bar fencing (6mm dia vertical bars, 8mm dia horizontal bars forming 200 x 50mm mesh) that are supported by box section posts. The fencing shall comply with the Repeated Impact Resistance to Footballs and Kicks requirements of BS EN 15312<sup>1</sup>.

## 3. Height of fencing

Unless otherwise specified in the PID, fencing on all sides of the pitch shall be 4.5m high. Internal spectator areas shall be separated from the field of play by 1.1m high fencing that incorporates a top (leaning) rail.

## 4. Materials

### 4.1 Steelwork

Steelwork shall be in accordance with the relevant parts of Section 1.3 of the SAPCA Code of Practice for Fencing Systems for Sports Facilities<sup>2</sup>.

### 4.2 Protective treatment

All metalwork shall be hot dip galvanised in accordance with BS EN ISO 1461. Care must be taken to ensure that no sharp edges are left after galvanising. If the galvanised steelwork is to be painted after erection a mordant wash shall be applied prior to painting.

Bolts and nuts for fixing shall be galvanised or stainless steel. If a fixing is exposed, it must be covered/capped.

Unless specified differently in the PID all fencing shall be dark green or black in colour. Powder coating shall be in accordance with BS1722-16<sup>3</sup>.

For installations within 500m of saltwater or estuary powder coatings shall be marine quality.

## 5. Gates and gate frames

Unless otherwise specified, gates shall be provided in the positions shown on the layout drawing Fig 1.

Access gates shall open outwards away from the playing area to ensure the safety of players.

<sup>3</sup> BS 1722-16:2009 Fences. Specification for powder coatings used as a plastics finish to components and mesh.

8	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Fencing, Gates and Access</b>	<b>V1</b>	

Double Leaf Gates should be a minimum of 2.5m wide x 3m high. The gate and the space above should be filled with a welded mesh panel to match the rest of the fencing system. The gates shall have lockable slide latch/bar and lockable drop-bolts to each leaf, with open and closed drop-pin sockets, set in concrete. Handles should not protrude into the pitch. Whenever possible the gates should open through 180° so they close against the back of the fence.

## 6. Field entrance points - boot cleaning mats

At all (single and double) entrances to the pitch, decontamination grates/mats shall be installed as per the recommendations set out in FprCEN/TR 17519 <sup>4</sup>. They may comprise:

- Heavy duty rubber scraper mats
- Smooth bar industrial grates – decontamination gates

The mat shall be the full width of the entrance gate and at least 1.5m long, so people cannot step over them, with barriers to stop players stepping sideways off them. It shall be positioned immediately adjacent to gate, either internally, when located in a paved surround/spectator area, or externally, when the synthetic turf surfacing is laid to the perimeter fence.

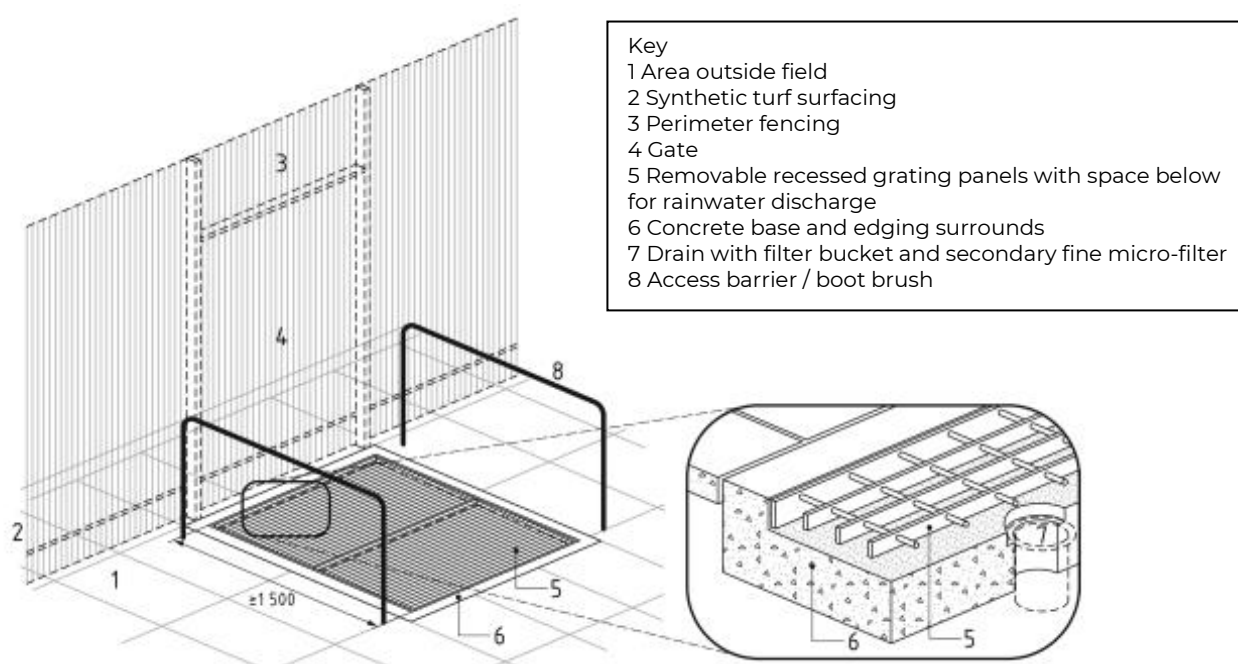
The mats shall be set in recessed concrete bases that will contain any infill or other detritus being taken off or onto the pitch by players' footwear or maintenance equipment, etc. The base shall contain a suitable drainage outlet with suitably sized mud-buckets/filters to capture any infill and prevent it being washed into the drainage system. The design of the mat shall allow water to flow to the outlet drain (i.e., it shall not sit flat on the concrete base).

Metalwork should be hot dip galvanized in accordance with EN ISO 1461 and care taken to ensure that no sharp edges are left after galvanizing.

<sup>4</sup>. FprCEN/TR 17519

8	AGP Framework 2024-2028	
Employer's Requirements	Fencing, Gates and Access	V1

Figure 2 shows an example of cleaning grates/scraper mats.




## 7. Perimeter Infill Containment Barrier

To minimise the risk of polymeric infills migrating from the pitch into the surrounding environment, all pitch perimeter fencing systems shall incorporate some form of barrier that is designed to prevent the infill from leaving the pitch through wind or water erosion. The barrier should take the form of solid panels (total 500mm in height) incorporated into the lower section of the fence, mounted so they sit flush with the ground and do not allow infill to migrate under them.

Fixings must not be left protruding through the fence.





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## Foreword

This section of the Employer's Requirements specifies the standards for sports equipment supplied by the Framework Supplier to synthetic turf pitch procured via the AGP Framework (2024-28).

*Note: It is possible that during the period of the AGP Framework (2024-28) the Football Foundation may decide to supply sports equipment directly to pitches or nominate one or more suppliers. In this eventuality, the Framework Supplier shall undertake all necessary works to facilitate the supply and erection of the sports equipment.*

All Sports Equipment (including goal nets) shall have been independently tested and certified as complying with the standards specified.

## 1. Football

Full size socketed football goals with nets shall comply with BS EN 748 <sup>1</sup>.

Portable and small-sided football goals (U11/U12 9v9, U9/U10 7v7 and U7/U8 5v5) with nets shall comply with BS EN 16579<sup>2</sup>.

## 2. Rugby goals

Rugby goals shall comply with BS EN 16579<sup>2</sup>.

Post protectors shall be supplied with all rugby goals. The protectors shall comprise high density foam covered with PVC and have Velcro fasteners. They shall be >1.8m in height and > 300mm in depth. The protectors design shall meet World Rugby recommendations.

## 3. Hockey goals

Hockey goals with nets shall comply with BS EN 750<sup>3</sup>. They shall comprise Aluminium Self Weighted Hockey Goals with backboards manufactured from 475mm high 25mm solid polyethylene. Nets shall be heavy duty twine.

*Note: If socketed goals are specified in the Project Information Document, the sockets shall be set in concrete footings in accordance with the manufacturer's specification.*

1 BS EN 748:2004 Playing field equipment. Football goals. Functional and safety requirements, test methods  
2 BS 16579: 2018 Playing field equipment - Portable and permanent socketed goals - Functional, safety requirements and test methods.  
3 BS EN 750:2004 Playing field equipment. Hockey goals. Functional and safety requirements, test methods

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#### 4. Corner flags

Flexible pole corner flags shall be installed on hard wearing rubber weighted bases.

#### 5. Pitch division nets

Pitch division nets shall comprise 100mm square powder coated square posts, with heavy duty netting. They must incorporate a bottom weighted wire and split in the middle to allow curtain to be gathered both sides of pitch.

The cable winch shall comprise a brake winch and top pulley wheel, detachable handle and a maximum load rating restricted to 100kg. If handle is not detachable then a restraint is required so that it can be locked to prevent unauthorised use of the winch

#### 6. Team benches / shelters

Team shelters, if identified as a requirement in the PID, shall be approximately 2.1m high by 1.3m deep with eight seats (unless an alternative number of seats are specified in order to meet FA National Ground Grading Requirements).

The shelter frames and panels shall be manufactured from aluminium and all metal work shall be powder coated. Windows/roof panels shall be shatter resistant UV stabilised 3mm polycarbonate.

Seats shall be injection moulded polypropylene, or similar. The Benches shall be bolted down to a concrete base.

#### 7. Boot cleaning stations

Multi-person boot cleaning stations, with suitable signage encouraging players to use them, should be positioned at the main points of egress from the field. If mounted outside the synthetic turf field, it should be positioned on a recessed paved area that is designed to retain the dislodged infill and has a drain fitted with a silt trap to prevent any infill being carried by rainwater run-off.

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<b>Employer's Requirements</b>	<b>Access ways, Perimeter margins and Spectator areas</b>	<b>V1</b>	

### 1. Perimeter margins

To minimise the potential for infill migration from the 3G synthetic turf surface to the surrounding environment, and to aid mowing of the perimeter, paved perimeter margins shall be constructed on all boundaries.

Margins shall be a minimum of 0.3m wide and slope inwards towards the synthetic turf pitch, typically with a fall of 0.5%.

### 2. Spectator areas

Paved Spectator Areas shall be provided to the side of the proposed pitch (Spectator area) sloping towards the AGP at a typical, fall of 0.5%, with level access to the pitch for players and maintenance equipment with all necessary excavation, disposal off site, sub bases, pavement construction, kerbline and drainage requirements.

### 3. Accessways

Paved access pathways shall be provided to all main access points to the pitch (pedestrian and vehicle), as detailed in the PID. They shall be fenced to ensure players and spectators do not walk debris onto the pitch.

Pedestrian paths shall be a minimum of 1.8m in width unless there are unavoidable pinch points where the width can be reduced to 1.2m for no greater than 6m in length. They should be fully Equality Act 2010 compliant.

Vehicle access routes shall be a minimum of 2.5m wide.

Access routes shall be level or have the shallowest gradients possible. Where the route is steeper than 1:60, but not as steep as 1:20, it shall have a level landing for each 0.5m rise along the route in accordance with Sport England's Design Guidance Note - Accessible Sports Facilities<sup>1</sup>.

A minimum clear height of 2.1m shall be maintained under trees, canopies etc.

1. <https://www.sportengland.org/guidance-and-support/facilities-and-planning/design-and-cost-guidance/accessible-facilities>

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<b>Employer's Requirements</b>	<b>Access ways, Perimeter margins and Spectator areas</b>	<b>V1</b>	

#### 4. Construction

##### 4.1 Sub-base

Greater than 150 mm thick constructed from aggregate material in accordance with Highway Agency's Specification for Highway Works, Clause 803 (SHW 803) Type 1 or 3.

##### 4.2 Kerbs /edge detail

Hydraulic pressed pre-cast concrete (PCC) edgings to BS EN 1339<sup>2</sup>, 150 (deep) x 50 (wide) x 914 (long) mm. To be installed on a suitable concrete bed and haunch to BS EN 206<sup>3</sup> using concrete in accordance with BS 8500. Any gaps between kerbs shall be less than 10 mm wide.

Block paving - Supply and lay on 100mm concrete bed and haunch, 200 x 100 x 60mm block pavers as edge restraint, to lines and curves.

##### 4.3 Surface drainage

Surface water drainage (gully drains, slot drains, etc.) shall be provided to all paved areas (spectator areas, perimeter margins, equipment storage compounds, etc.) adjacent to the pitch.

If the pitch contains a polymeric infill the drainage system shall include trash boxes with suitably sized mud-buckets/filters to capture any infill being washed into the drainage system.

##### 4.4 Surfacing

Open textured macadam comprising a 40mm thick 0/20mm Base Layer and a 25mm thick 0/6mm Wearing Layer. All aggregates shall be granite, or grit stone, frost resistant material in accordance with BS EN 13108-1<sup>4</sup>.

##### 4.4.2 Block paving

All work to comply with BS 7533 - 3<sup>5</sup>

Supply and lay on 25-40mm zone 2 sand bed, 200 x 100 x 60mm block pavers to falls and levels. Include all cuts and sealing of joints with silica jointing sand.

Inspect paving after 4-6 weeks and top up any empty joints with dry silica jointing sand.

#### 5. Lighting


Amenity lighting shall be installed along main access routes to the pitch where specified in the Project Information Document.

2 BS EN 1339 :2003 Concrete paving flags. Requirements and test methods

3 BS EN 206:2013+A1:2016 Concrete. Specification, performance, production and conformity

4 BS EN 13108-1: 2016 Bituminous mixtures. Material specifications. Asphalt Concrete

5 BS 7533-3:2005+A1:2009 Pavements constructed with clay, natural stone or concrete pavers. Code of practice for laying precast concrete paving blocks and clay pavers for flexible pavements

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## 1. Introduction

A LED sports lighting system shall be designed and installed to illuminate the pitch to the standards relevant for its intended use. The performance of the system shall be in accordance with the relevant sport's governing body requirements, BS EN 12193<sup>1</sup> and Sport England's Design Guidance Note – Artificial Sports Lighting<sup>2</sup> and the general design principles outlined in the CIBSE LG4 Sports Lighting. It shall also ensure compliance with all relevant planning restrictions and conditions, as detailed in the Project Information Document (PID).

*Note: It is possible that during the period of the AGP Framework (2024-28) the Football Foundation may decide to supply sports lighting directly to pitches or nominate one or more suppliers. In this eventuality, the Framework Supplier shall undertake all necessary works to facilitate the supply and erection of the sports equipment.*

## 2. Performance requirements

Sports lighting shall be in accordance with FA guidance<sup>3</sup> and all relevant competition requirements as specified in the PID. The lighting system shall also allow the whole pitch to be lit at minimum 120 lux (Eave) for training activities.

<sup>1</sup> BS EN 12193:2018 Light and lighting. Sports lighting

<sup>2</sup> <https://www.sportengland.org/facilities-planning/design-and-cost-guidance/artificial-sports-facilities/>

<sup>3</sup> The FA Guide to Floodlighting – [www.thefa.com](http://www.thefa.com)


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<b>Employer's Requirements</b>	<b>Sports Lighting</b>		<b>V1</b>	


Table of Football Pyramid Illuminance Requirements

	FA Ground Grade	Average Illuminance Level (New Installations)	Uniformity Values			Notes
			Emin	Emin/Eave	Emin/Emax	
National League	Step 1	250 lux	150 lux	0.60	0.30	See National League Ground Grading document
National League (North & South)	Step 2	200 lux	120 lux	0.60	0.30	See National League Ground Grading document
Football Pyramid	Step 3 - 6	200 lux	n/a	0.60	0.30	See National League Ground Grading document
Regional Feeder League and community football	N/A	200 lux	n/a	0.60	0.30	Floodlights not required for RFL; however, suitable floodlights are a requirement for promotion to Step 6
Women's Super League (WSL)	Tier 1	500 Lux	25% Emax	n/a	0.25	See FA WFP Ground Grading document
Women's Championship (WC)	Tier 2	250 Lux	25% Emax	n/a	0.25	See FA WFP Ground Grading document
Women's Football Pyramid	Tier 3 & 4	120 Lux	25% Emax	n/a	0.25	See FA WFP Ground Grading document

The majority of lighting systems will use either 6 or 8 lighting masts located along the touchline of the pitch. The use of asymmetric beam floodlights with flat style optics are preferred in order to minimise upward waste light.

Luminaires fitted with LED lamps must include:

- Body - Die Cast Aluminium
- Optics – Flat style optics (max glass elevation 15 degrees)
- Colour Temperature – 4200K-5700K
- Colour Rendering Index- Ra70-Ra90 (A minimum of RA80 for venues that will be used for television broadcast on a regular basis)
- Efficacy - >100Lm/W
- Dimmable – Yes (see section 1.5.4)
- Front Glass - Toughened Glass or Polycarbonate
- Ingress Protection – IP65(Optics and Driver Housing)
- Impact Protection – IK08
- Aiming – Gunsight or protractor aiming device
- Driver – DALI dimmable or Multi Watt Dimmable
- Driver Location - Remote or Integral to floodlight (Single or Multiple)
- Mounting – Surface and underslung via a galvanised stirrup
- Fixings – Stainless Steel
- Warranty – Ten Years parts, labour and equipment on all luminaire components and illuminance performance
- Certifications - The ENEC (European Norms Electrical Certification) CE Mark
- Maintenance Factor – 0.90 to be applied to lighting calculations

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All floodlight data must be provided in IES format for independent analysis.

Where floodlights are mounted in a corner arrangement, floodlights with a rotational symmetric beam may be used. Care must be taken to ensure that upward waste light and spill light is suitably controlled.

### 3. Obtrusive Light Containment

All lighting systems must follow the principles outlined in ILP GN01 Guidance Note 1 - The reduction of Obtrusive Light (2021). This document has been produced to reduce the adverse impact of lighting systems on the night sky and residential properties. By following this guidance, the installer will maintain the amenity of neighbours and protect the night sky for astronomers.

### 4. Structures


Where existing lighting masts are being retained it is essential to have an independent structural assessment of the masts to ensure that they are suitable to carry the proposed headload. The assessment must be undertaken by a Member of the Institution of Structural Engineers (MIStructE) and/or the Institution of Mechanical Engineers (IMechE) or Structural Engineer with a minimum qualification of MSc in Structural or Mechanical Engineering.

New lighting masts used for a side lit arrangement shall be a minimum of 15m high, constructed of octagonal (or multisided) fabricated steel and finished galvanised to BS EN1461<sup>4</sup>. Masts of 15m to 20m height must be raising and lowering type for ease of maintenance.

The masts shall be flange mounted using foundation bolts cast into a suitable mass concrete foundation. It is the responsibility of the contractor design the foundation and to ensure that they are suitable for the ground conditions on site.

The supplier must be satisfied that any existing columns are suitable for the proposed lighting design and at the point of installation, and are suitable, safe, and will remain structurally sound for the length of the Premier League Stadium Fund terms and conditions (ten years).

4. BS EN ISO 1461:2022 Hot dip galvanized coatings on fabricated iron and steel articles

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## 5. Electrical Specification

### 5.1 General

The contractor shall design, install, commission and test an electrical distribution and control system for the floodlighting to ensure compliance with the latest wiring and electrical standards.

The contractor shall include for all site attendances necessary to gather information necessary to carry out the above.

The contractor is responsible for the modification of the switchboards as required.

Where cables are to run across existing footpaths the contractor shall inform the client's representative seven days prior to the work taking place. The contractor shall provide the client's representative with a program of works detailing how long the work will take. It is preferable to keep road closures to a minimum, so that cables run under road surfaces are to be ducted.

An hours run meter must be fitted.

### 5.2 Floodlighting Feed Cables

The contractor shall be responsible for the design, supply, and installation of feed cables from the existing low voltage supply points to each of the lighting points (if required).

Cables shall be designed, installed, and terminated in accordance with BS7671.

The cables shall be SWA type - Low Smoke Zero Halogen.

Where appropriate the contractor shall run an additional earthing cable with the mains cable to ensure disconnection times are met for the circuit.

All cables shall have copper conductors.


All cables that run directly in the ground shall have a minimum buried depth of 600mm from the finished surface. They shall have a plastic cable warning tape installed over the cable.

Cables should be run on the outside of the pitch fencing, if possible, to avoid damage to the pitch surface.

### 5.3 Floodlighting Switchgear and Electrical Cabinets

The contractor is to design, supply, install and commission cabinets generally at the base of each mast that will house the necessary switchgear, distribution, driver assembly, power factor correction, indication, protection and cooling for the floodlights (if required).



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The cabinets shall be of substantial steel construction, be hot dipped galvanised finish with lockable doors. NOTE: Where apertures are cut into the cabinets these shall be sealed before handover.

All equipment used within the cabinet shall be carefully chosen such that it will operate at the temperature inside the cabinets.

It is generally envisaged that these cabinets will house, but not be limited to, the following components: -

- I. Drivers (single or multiple if remote from the floodlight)
- II. Terminals for outgoing cables.
- III. Facilities to accept the incoming mains cable.
- IV. Protection circuit breakers. NOTE – One double pole circuit breaker shall be provided for each floodlight.
- V. Where cooling fans are fitted, they shall have a cover provided to prevent water ingress.
- VI. Heaters and thermostat, for frost protection (if required).
- VII. Internal light and switch for maintenance purposes. LED lights are preferred.
- VIII. A single, RCD protected socket outlet shall be provided.
- IX. Step relays shall be fitted such that once an ON signal has been received from the person switching the system, should the control system fail, the masts will remain on, until given a proper OFF signal

#### 5.4 System Switching

The floodlight switching location should be agreed with the end user and the use of key switches is encouraged to avoid the floodlights being operated by error. Dimming capability should be included to provide a reduced level of light for training/coaching and essential post-match maintenance.

Dimming for retrofit systems may be more problematic especially if existing cables are being re-used, in this instance the provision of dimming is not required.

## 6. Testing and Commissioning

### 7.1 Lighting Testing

**Aiming:** The floodlights should be aimed in accordance with the approved lighting design using a gunsight or protractor aiming device.

**Commissioning:** A maximum of 14 days prior to hand over the floodlights should be fully tested.

The testing shall be undertaken by an approved independent lighting consultant using a calibrated cosine corrected illuminance meter.

The pitch lighting should be tested using the 88-point methodology detailed in the FA

<b>10</b>	<b>AGP Framework 2024-2028</b>		
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Lighting Guidelines.

Spill Lighting: The spill lighting shall be tested at predetermined locations around the site and signed off by the Consultant.

The lighting testing will form part of the hand over documents in the Operating and Maintenance Manual

#### 7.2 Electrical Testing

The contractor shall satisfy themselves that all test results comply with the requirements of the IEE Regulations, this specification, and Manufacturers details as applicable.

The contractor shall fill in NICEIC Test Certificates (or equivalent) in their entirety following the inspection and test in a neat and legible manner, and issue them to the Club when complete.

### 7. Warranty

The Framework Supplier shall provide a minimum ten year's manufacturer warranty on all luminaire components including LED Modules and Drivers.

Warranty documentation must be provided that clearly states what is covered. The warranty shall include guaranteed light levels (performance), parts, labour, equipment and lamp replacements.

12	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Maintenance Equipment, Services and Reinstatement</b>	<b>V1</b>	

## 1. Maintenance equipment

The Framework Supplier shall supply all the maintenance equipment required to maintain the pitch to ensure performance and life expectancy is in accordance with the performance warranty requirements of the AGP Framework (2024-28). This shall include:

- Mechanical brushing plant for weekly maintenance; incl. zigzag or oscillating brush, decompaction tines.
- A ball roll, turf height prism and infill depth gauge and 'How to' maintenance guide for use and recording.
- A secure storage container; painted green, unless otherwise specified; 20'x 8'6" x 8'; including appropriate locks and ramps and associated hard standings.

## 2. Maintenance Services

- For the first 12 months following Practical Completion the supplier shall undertake all necessary periodic pitch maintenance as required by the playing surface, considering the levels of use the pitch is being subjected to. The frequency of the site visits shall be no greater than once every 2 months (eight weeks).
- 12 months following Practical Completion the supplier shall undertake a lighting maintenance service for the AGP Floodlights.
- Inspection of the facility, including written reports to be issued to the FMC, at 6-month intervals following Practical Completion for period of 36 Months.
- Between 3 and 6 months following Practical Completion the FS shall inspect all carpet joints (including in laid lines) to ensure no localised failures have occurred. Any failures are to be repaired.
- Between 3 and 6 months following Practical Completion undertake a top dressing of the pitch to compensate for any initial settlement and compaction of infill materials.
- Provide an on-line maintenance log to allow all maintenance activities undertaken by the end user to be recorded.
- A fully detailed maintenance manual and necessary training of the field operators (end users maintenance team) to allow them to undertake all regular / routine maintenance of the surface in line with the manufacturer's warranty.
- At the end of the defects period the supplier shall provide details of all periodic maintenance that will be required in future, in order to meet the requirements of the warranty.

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Employer's Requirements	Maintenance Equipment, Services and Reinstatement	V1	

- Provide 10nr 25kg bagged performance infill for localised top dressing by the end user, or equivalent weight required for organic performance infill.

### 3. Reinstatement

All disturbed areas shall be reinstated; allowing for importing all necessary topsoil where required, cultivation, removal of large stones, removal of debris, grass seeding; to form shallow banking from pitch level to tie into adjacent land.

This shall include cultivating topsoil, where necessary, into a fine tilth and stone picked, the application of pre seed fertiliser and grass seed at a rate of 28grms/m<sup>2</sup>.

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Employer's Requirements	Pitch Performance & Materials Warranty	V1	

## 1. Introduction

In addition to the Framework Supplier's standard materials and construction warranty, the Framework Contractor shall warranty the performance of the pitch as detailed in this document.

## 2. Definitions

Warrantor	The Framework Supplier		
Warrantee	The Employer to whom the warranty is issued		
Commencement Date	The date the warranty commences. Unless otherwise specified this shall be the Date of Practical Completion		
Intended Use	<p><u>Football pitches</u> Football, small-sided football (all forms), football training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p> <p><u>Rugby pitches</u> Rugby, Tag – rugby small-sided rugby (all forms), rugby training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p> <p><u>Hockey pitches</u> Hockey, small-sided hockey (all forms), hockey training, general physical training and any other sports activities agreed in writing by the Warrantor and Warrantees.</p>		
Playing hour	The estimated usage of the pitch based on a combination of competitive match play and small-sided sports activities (cross-pitch play) and training activities. One playing hour shall be defined as the following number of players using the pitch.		
	Principal sport	Pitch size	Number of players
	Football	100m x 64m or 91m x 55m	22
	Football	73m x 46m	18
	Football	55m x 37m	14
	Football	37m x 27m	10
	Rugby	Full size	30

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<b>Employer's Requirements</b>	<b>Pitch Performance &amp; Materials Warranty</b>	<b>V1</b>	

Note:

- An 11 a-side football game = 22 players x 90 minutes = 1.5 playing hours
- A 15 a-side rugby game = 30 players x 80 minutes = 1.3 playing hours
- If cross-pitch or mini-pitch football use results in a higher number of players using the pitch the hourly usage shall be adjusted on a prorate basis. E.g., four mini football pitches each having teams playing 5v5 for 1 hour = 10 players x 4 teams = 40 players.  $40 / 22 = 1.8$  playing hours

### 3. Limited Warranty

Subject to the limitations and conditions set forth herein, the Warrantor warrants to the Warrantees (the "Limited Warranty") that:

1. The pitch has been designed, constructed and built with materials that are suitable for the intended use.
2. The pitch has been designed and constructed with materials that are suitable for the geographical location of the pitch.
3. The pitch and the manner of its installation conform to the Warrantor's method statement and material specifications, as provided to the AGP Framework 2024-28.
4. The pitch is free from defects in materials or workmanship;
5. The pitch will remain suitable for the Intended Use throughout the entire Limited Warranty Period as set forth.

### 4. Limited Warranty Period

4.1 The Limited Warranty set forth shall apply for the periods of time detailed below, commencing on the Commencement Date. The Limited Warranty periods detailed herein are collectively referred to as the "Limited Warranty Period".

4.2 It shall be warranted that at any time during the Warranty Period, the pitch will comply with the required level of field performance as detailed below. The performance warranty shall expire whenever the age of the playing surface exceeds the specified time period, or it has been subjected to the specified number of playing hours, whichever comes first.

The warranty is subject to the pitch being only used for the defined intended use, for the estimated playing hours and being correctly maintained in accordance with the Warrantor's instructions.

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Employer's Requirements	Pitch Performance & Materials Warranty		V1	

#### 4.2.1 Football pitches

Pitches to be used in FA Step 1 and 2 competitions.

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality Pro
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	
Month 48		Annual re-test	
Month 60	≥ 7500	Performance warranty expires	
Month 60		Annual re-test as long as field still complies	
Month 72			
Month 84			
Month 96			

Pitches to be used in FA Step 3 – 6

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		Annual re-test	
Month 24		Annual re-test	
Month 36		Annual re-test	
Month 48		Annual re-test	
Month 60		Annual re-test	
Month 72		Annual re-test	
Month 84		Annual re-test	
Month 96	≥ 12,000	Performance warranty expires	

Pitches to be used in Regional Feeder Leagues and below competitions.

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIFA Quality
Month 12		First year test	
Month 24		Not required	
Month 36	≤ 4,500	Triennial re-test	
	≥ 4,500		
Month 48		Not required	FA Register
Month 60		Not required	
Month 72	≥ 9000	Triennial re-test	
Month 84		Not required	
Month 96	≥ 12,000	Performance warranty expires	

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#### 4.2.2 Rugby pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	World Rugby Regulation 22
Month 12		Not required	
Month 24		Biennial re-test	
Month 36		Not required	
Month 48		Biennial re-test	
Month 60		Not required	
Month 72		Biennial re-test	
Month 84		Not required	
Month 96	≥ 12,000	Performance warranty expires	

#### 4.2.3 Hockey pitches

Warranty limitation		Field test requirements	Certification required
Age of field	Total playing hours		
Month 0	0	Initial test	FIH field certification
Month 12		Not required	
Month 24		Not required	
Month 36		Triennial re-test	
Month 48		Not required	
Month 60		Biennial re-test	
Month 72	≥ 9000	Not required	
Month 84		Biennial re-test	
Month 96	≥ 12,000	Performance warranty expires	

### 4.3 Materials

It is warranted that the materials and components contained in the synthetic turf system fully satisfy the requirements of the AGP Framework (2020-24) Employer's Requirements, applicable at the time the pitch was constructed.

#### 4.3.1 Product warranty

For a period of EIGHT years from the Commencement Date the synthetic turf will not suffer any abnormal wear or tuft loss based on the manufactured product in accordance with the relevant requirements of:

- FIFA Quality Programme for Football Turf
- World Rugby, Rugby Turf Performance Specification
- FIH Hockey Turf and Field Standards



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<b>Employer's Requirements</b>	<b>Pitch Performance &amp; Materials Warranty</b>	<b>V1</b>	

#### 4.3.2 Synthetic turf carpet

##### 4.3.2.1 Tuft bind

It is warranted that the tuft bind properties of the synthetic turf carpet will meet the requirements as defined in the AGP Framework (2024 – 24) Employer's Requirements.

The minimum tuft bind as stated in ER 05 – Football Turf is  $\geq 40\text{N}$  when tested in accordance with BS ISO 49195<sup>5</sup>.

In the event that a pitch is suffering from tuft loss / tuft bind issues within the warranty period a failure under the warranty will be defined as a pitch that fails the FIFA tuft withdrawal requirement as per FIFA Test Method 26 of  $\geq 40\text{N}$  at  $\geq 50\%$  of the 18nr AAA tests locations, the on-site results will then be verified by taking 6nr samples from the pitch (at the locations listed below) and subjected to the same testing requirements under laboratory conditions, should all 6nr samples fail, then the pitch will need re-surfaced in line with the Warrantor's Liabilities which can be found in section 7 of this ER – ER 13 Pitch Performance and Materials Warranty.

#### Sampling Locations:

- 1) Approximately 1m within the main playing area at the most used entrance onto the pitch (High footfall wear).
- 2) Centre of the 11 aside Goalmouth area approximately 0.5m from the goal line (potentially high wear).
- 3) Wing - Centre of the 7 aside Goalmouth at most used 7 aside pitch, approximately 0.5m from the goal line (potential high wear). Usually the first 7 aside pitch to the main entrance.
- 4) Centre circle area, approximately 1m from the centre spot (reduced wear area).
- 5) Approximately 3m from both the sideline and the goal line at the opposite corner from the main entrance onto the pitch (low wear area).
- 6) Approximately 0.5 from the sideline in the run off area in the least used area away from the main entrance onto the pitch (low wear area).

All of the above testing will be carried out by The AGP Framework Specialist Testing Consultant.

The above testing shall apply to pitches that are 106m x 70m or 97m x 61m, where the pitch is smaller than these footprints the testing locations and sampling quantities will be reduced Pro Rata.

In the event that the tuft loss / tuft bind issue appears to be localised or is specific to a roll of carpet, the effected roll of carpet will be subjected to the same testing and sampling with 3nr on site tests and 1nr sample being subjected to laboratory testing this will at the discretion of the Foundations Framework Manager.

<b>13</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Pitch Performance &amp; Materials Warranty</b>	<b>V1</b>	

#### 4.3.2.2 Dimensional stability

It is warranted that the synthetic turf carpet is dimensionally stable and meets the requirements as defined in the relevant requirements of:

- FIFA Quality Programme for Football Turf
- World Rugby, Rugby Turf Performance Specification
- FIH Hockey Turf and Field Standards

For the purposes of this warranty the following applies to football and rugby surfaces:

- a) carpet rucks are defined as any crease that adversely affects a rolling ball or causes the playing surface to exceed the surface regularity requirements of the FQPFT.
- b) carpet shrinkage is defined as any carpet movement that results in a gap of more than 10mm developing or the separation of any carpet joints.
- c) line markings are considered to have distorted if they move beyond +/- 20mm of a tensioned string line joining their ends or +/- 50mm of their original position.

For hockey pitches the requirements of the FIH Hockey Turf and Field Standards Part 3, Clause 4.6.2 apply.

#### 4.3.2.3 Synthetic turf carpet joints

It is warranted that the method of joining the rolls of the synthetic carpet and fixing all inlaid line markings will withstand the effects of play, maintenance and the prevailing climate for a period of eight (8) years, such that excessive joint failures will not occur. It is also warranted that if localised joint failures do occur, the Warrantor will return to the site as soon as reasonably practicable to make good the failure.

A joint failure is defined as delamination of a bonded joint by a length of more than 50mm and a width of more than 10mm from the edge of the carpet roll or the tearing of a stitched joint.

#### 4.3.3 Performance infill (if applicable)

It is warranted that the performance infill has been manufactured with adequate abrasion resistance and UV stabilisation to ensure adequate performance and colour retention for a period of eight (8) years.

#### 4.3.4 Stabilising infill (if applicable)

It is warranted that the stabilising infill has adequate abrasion resistance to ensure adequate performance for a period of eight (8) years.

#### 4.3.5 Shockpad (if applicable)

4.3.5.1 It is warranted that the shockpad will retain its shock-absorbing characteristics for a period of at least twenty (20) years.

<b>13</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Pitch Performance &amp; Materials Warranty</b>	<b>V1</b>	

For the purposes of this warranty, this shall mean that the shock absorption remains within 90% of the manufacturer's declared value, as reported in the Product Test Report.

4.3.5.2 The shockpad will be dimensionally stable.

4.3.5.3 The drainage characteristics (vertical or horizontal) of the shockpad will be retained for a period of twenty (20) years.

4.3.5.4 The shockpad will be fit for reuse with a non-polymeric infill system when the initial synthetic turf surface is replaced.

#### 4.4 Construction

##### 4.4.1 Drainage

It is warranted that the drainage system has been designed and constructed to ensure that for a period of at least sixteen (16) years, it will:

- a) ensure that all surface water is removed from the pitch either through vertical or horizontal drainage at a rate to ensure that no surface flooding will occur through rain at the highest intensity that may be expected to occur once every five years.
- b) protect the pitch from the effects of ground or surface water from the surrounding areas.
- c) ensure that water does not collect in the construction to a degree that it results in a reduction of the load-bearing capacity of the formation or damage to the construction from the effects of frost.

##### 4.4.2 Base and sub-base

It is warranted that the base and sub-base have been designed and constructed to ensure that for a period of at least twenty (20) years, they will:

- a) resist the effects of frost or drought that may be expected to occur in a return cycle of once every 50 years.
- b) provide adequate stability that the playing surface does not move outside the specified tolerances for surface regularity over a period of eight years.

##### 4.4.3 Ancillary items

It is warranted that permanent ancillary infrastructure (lighting, perimeter edging, fencing, access ways, etc.) constructed as part of the pitch will remain free of all defects, corrosion or failures etc., other than fair wear and tear and deterioration, for a period of ten (10) years.

## 5. Limitations of warranty

5.1 This warranty shall not apply if:

- a) the pitch is used for any activities other than Intended Use.
- b) the pitch is not maintained in a manner that is in accordance with the Warrantor's written maintenance instructions using the maintenance equipment supplied by the Warrantor and materials (infill etc.) supplied by or in accordance with the Warrantor's specifications.

<b>13</b>	<b>AGP Framework 2024-2028</b>		
<b>Employer's Requirements</b>	<b>Pitch Performance &amp; Materials Warranty</b>	<b>V1</b>	

c) there is any defect or damage caused by:

- I. burns, cuts, accidents, vandalism, abuse, negligence or neglect.
- II. use of inappropriate footwear or sports equipment.
- III. repairs undertaken by third parties not authorised by or acting on behalf of the Warrantor.
- IV. the use of cleaning chemicals, herbicides or pesticides not specified in the Warrantor's maintenance procedures.
- V. cases of force majeure or other conditions beyond the reasonable control of the Warrantor and not identified as potential risks during the design phase of the pitch's construction, such as (but not limited to) natural disasters, fire, flooding or atmospheric pollution.

5.2 The duration of the warranty will be reduced pro rata if the use of the pitch exceeds the annual usage figure detailed in clause 4.2.

## **6. Warranty Repairs**

6.1 Any required Warranty Repair shall be investigated by the Warrantor within five (5) working days, after receiving written notice of any defect.

6.2 The Warrantor shall make all necessary investigations to determine the cause of the failure and submit proposals for undertaking the Warranty Repair for review and approval by the Warrantees. All such proposals will be based on industry best working practices.

6.3 Any required Warranty Repairs shall be initiated by the Warrantor within a reasonable time period, as agreed with the pitch operator.

6.4 The repaired or replaced portion of the pitch will be warranted for the balance of the Limited Warranty Period.

## **7. Warrantor's liabilities**

7.1 The Warrantor's proposals shall include an estimate of the repair or replacement costs. These shall be based on the unit rates detailed in the tender contract sum with an appropriate allowance for inflation and establishment expenses etc. The costs shall be agreed with the Warrantees prior to repair works commencing.

7.2 If a warranty defect occurs within 24 months of handover of the pitch, the Warrantor shall be financially liable for One Hundred percent (100%) of the replacement or repair costs.

7.3 If a warranty defect occurs after 24 months of the pitch being handed over, the Warrantor's financial liability shall be limited to a percentage based on the time remaining on the warranty.

13	AGP Framework 2024-2028		
Employer's Requirements	Pitch Performance & Materials Warranty	V1	

7.4 For example, if a defect is found in year five of the eight-year warranty, the Warrantor will be liable for  $(8-5)/8 = 37.5\%$  of the replacement or repair costs.

7.5 If the scheduling of repairs or replacement or the undertaking of the works means that the pitch is out of use for more than seven (7) consecutive days, the pitch operator shall be entitled to compensation from the Warrantor for any consequential loss.

## 8 Insurance Backed Guarantees

All warranties shall be Insurance Backed Guarantees (IBG) underwritten by a UK company who are authorised and regulated by the UK Financial Services Authority.

# Appendix C

## Contract Amendments

## Appendix D

### Performance Bond

## Appendix E

### Sub-Contractor/Sub-Consultant Warranty



## Appendix F

### Parent Company Guarantee

# Appendix G

## Contract Sum Analysis

**Part 3**  
**Project Brief**

# Schedule 5, Part 3

## Project Brief

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### Background to Project

#### Project Background

[brief description of the project requirement]

Refer to **Appendix A – Project Initiation Document**, providing further information in relation to the Project.

#### Contracting Authority

[details of the “Contracting Authority” calling off the works/services]

#### Site Location

[identification of site including site plan]

#### Site Constraints and Risks

[identification of any known site constraints and risks]

# Schedule 5, Part 3

## Project Brief

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### Works/Services Required

AGP Provider/Consultant (Works/Services Required)

[\* delete as appropriate dependent on whether it is the “Consultant” or “AGP Provider”. Describe the works/services required]

### Timetable & Milestones

[insert key milestone dates]

Key Task/Milestone	Date

### Financial Information

Project Budget

[provide overall budget and if available, a pre-tender estimate or cost plan.]

# Schedule 5, Part 3

## Project Brief

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### Tender Requirements

#### Quality Proposal

[AGP Provider and Consultant to provide a brief method statement with each project proposal/tender response]

#### Cost Proposal

[Set out cost requirements. The AGP Provider and Consultant to set out their project cost based on their tendered framework fee rates or through a Competitive Award Exercise.]

### Tender Process

#### Tender Procedure

[Confirm tender return procedures in accordance with client's requirements (Direct Award/Competitive Award Procedure)]

#### Tender Return

[Set tender return date for direct award/competitive award procedure]

# Appendix A

## Project Initiation Document

# AGP FRAMEWORK PROJECT INFORMATION DOCUMENT (PID)

**ORGANISATION / SITE NAME**







**Organisation Name:**

**Site Address:**

**Project:**

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**Football Foundation Technical Project Manager**

Email:

Mobile:

**Football Foundation Delivery Manager**

Email:

Mobile:

**Design Consultant**

**CDM Principal Designer**

Email:

Mobile:

**Framework Managing Consultants**

**Project Manager / Quantity Surveyor / CDM Client**

Email:

Mobile:

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<b>Applicant Contacts Details</b>	
<i>The main contact must be able to act as the legal representative for the organisation and is empowered to make all decisions and issue instructions as requested</i>	
Main Contact	
Position	
E-mail	
Telephone Number	
Secondary Contact	
Position	
E-mail	
Telephone Number	

<b>Local Planning Authority</b>	
<b>LFFP Priority</b>	

<b>VAT Status</b>	<i>Exempt/partial exemption/reclaim/full liability</i>
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<b>Security of Tenure</b>	
Freehold or Leasehold Title Holder?	
Has Title Documentation been provided?	
Has the Applicant agreed (in writing) to possible Charge / Restriction (to include whole site)	
Any Other Legal Issues	

<b>Title Plan</b>



<b>Existing Facilities</b>	
Artificial Grass Pitches	<i>Are there any existing Artificial Grass Pitches at the site? When was it installed? Who funded it? Are there any grant conditions?</i>
Team Changing Rooms	<i>Number, condition</i>
Officials Changing Rooms	<i>Number, condition</i>
Spectator WC's	<i>Are there separate toilets available for spectators to use at the site (these are to be separate from those within the changing provision areas)?</i>
Accessible WC / Changing	<i>As above</i>
Car Park / Vehicular Access	<i>How many available spaces/condition</i>
Other internal sports facilities	<i>(sports hall, gym, etc)?</i>
Other external sports facilities	<i>(tennis courts, MUGA, etc)?</i>
Any other relevant facilities?	

<b>Natural Grass Provision</b>	
Existing Natural Grass Pitch Provision	<i>How many natural grass pitches are there at the site and what is your current pitch configuration?</i>
Is there Cricket / Athletics provision on the site that may be affected by a new 3G FTP?	
RPA Visit / PitchPower Report	<i>(If 'No' and there are grass pitches located within the site, then please contact your County FA to arrange for this to be undertaken)</i>
Grass Pitch Standard	<i>Basic/Good/Advanced/Elite?</i>
Pitch Maintenance	<i>Who maintains the pitches and what maintenance equipment do you have?</i>

Other/General comments	<i>Anything else worth mentioning about the existing facilities?</i>
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<b>Project Scope</b>	
Project Detail	<i>Including AGP and any other works, such as Car parking, changing room improvements and natural grass pitch works etc.</i>
Project Brief	
Proposed Usage	
Pitch Testing Requirements	
Anticipated Level of Competition	
Daily Hours of Use Required	
Proposed New/Improved Ancillary Facilities	

<b>Employers Requirements</b>	
ER 01 – Introduction	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 02 – Pitch Dimensions	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 03 – Formation Drainage Base	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 04 – Resurfacing & Recycling	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 05 – Football Turf	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 06 – Rugby Turf	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 07 – Hockey Turf	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 08 – Fencing, Gates and Access	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 09 – Sports Equipment	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 10 – Access ways, Perimeter margins and Spectator areas	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 11 – Sports Lighting	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 12 – Maintenance Equipment	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>
ER 13 – Pitch Performance & Materials Warranty	<i>In accordance with the Employers Requirements / N/A or Other (please explain those departures)</i>



### Preferred Location of Proposed Pitch

### General Comments on Proposed Pitch Location



<b>Site Investigations / Survey Information</b>	
Survey Company Engaged:	<i>JPP/ST</i>
Topographical Survey	<i>Complete/attached</i>
Ground Investigations	<i>Complete/attached</i>
Electrical Capacity Survey	<i>Complete/attached</i>
Flood Risk Assessment (Desktop)	<i>N/A/ Complete/attached</i>
Statutory Utilities Assessment	<i>Complete/attached</i>
Site Characteristics and Constraints	<i>Including services and relevant natural and built features</i>
Historical Site information (Client to advise on any known information such as domestic / private services in the vicinity of the proposed pitch area)	
Easements / Rights of Way	
Spoil Retention (is this an option?)	

<b>AGP Framework Process – Programme Dates</b>	
Initial Site Meeting	<i>Date Undertaken</i>
Desktop Study	<i>Date Instructed and Date Returned</i>
Standard Suite of Surveys	<i>Date Instructed and Date Returned</i>
Design Consultant Appointed	<i>Anticipated Date</i>
Detailed Design Kick-Off Meeting	<i>Anticipated Date</i>
Detailed Design	<i>Anticipated Period for Detailed Design to be Undertaken and Complete</i>
Planning Application Submitted / Planning Consent Achieved	<i>Anticipated Date Submitted and Anticipated Date of Planning Decision</i>
Framework Managing Consultant Appointed	<i>Anticipated Date</i>
Tender Period	<i>Anticipated Date Submitted and Anticipated Date of Tender Report Returned</i>

<b>Critical Dates / Anticipated Programme</b> <i>*Dates are indicative and cannot be guaranteed.</i>	
<b>FF Application Dates</b>	
FF Window	<i>Anticipated FF Window</i>
Application Submission	<i>Anticipated Application Submission</i>
Panel Date	<i>Anticipated Panel Date</i>
Board Date (if applicable)	<i>Anticipated Board Date</i>



Any Other Comments	

<b>List of Appended Information</b>
A – Joining Agreement Information
B – AGP Suite of Documents Confirmation

B – AGP Suite of Documents Confirmation



## Appendices

### APPENDIX A

<b>Joining Agreement Information</b>	
Project Name	
Authority / Company Name and Number (If applicable)	
Authority / Company Registered Address	
Name of Main Contact Nominated by the Additional Client	
Name and Email Address of Director / Authorised Signatory (Please note the agreement is to be executed as a deed)	

### APPENDIX B

<b>AGP Suite of Documents (provided by Delivery Manager)</b>	
Date Received	
Have you read and understood the Guide to the Artificial Grass Pitch Framework?	<b>Yes/No</b>
Have you read and understood the Terms & Conditions?	<b>Yes/No</b>
Have you read and understood the Legal Information Pack provided?	<b>Yes/No</b>
Can you therefore confirm you agree to proceed on the basis that the Football Foundation would register either a Legal Charge and/or Restriction on the Title for the whole site, subject to a grant award?	<b>Yes/No</b>
For educational establishments, is Secretary of State / ESFA approval required to place a Charge/ Restriction on the registered title?	<b>Yes/No</b> – (incl. details of relevant organisation and likely timescales if 'Yes').
Name and position of person confirming this information	



## **Part 4**

### **Price Framework**

4a: Price Framework for AGP Providers

4b: Price Framework for Framework Managing Consultant (FMC)

4c: Price Framework for Design Consultants (DC)

4d: Price Framework for Specialist Testing Consultants (STC)

To be provided under **Schedule 9 – Framework Proposals**

**Schedule 6**  
**Part 1**  
**Legal Requirements**  
(see clause 13.4)

The following *Legal Requirements* supplement or amend the following *Contract Terms*:

Not applicable

**Part 2**  
**Special Terms**  
(see clause 13.5)

The following *Special Terms* shall amend and supplement the *Contract Terms*:

<b>Clause 1.8.1</b>	Insert at the end before '': 'fairly and constructively without adversely affecting the <i>Framework Programme</i> '
<b>Clause 1.10</b>	On line 2 after ' <i>Alliance Agreement</i> ' delete the existing text to the end of the clause and insert: '. The <i>Client</i> may issue a <i>Nominating Notice</i> to the other <i>Alliance Members</i> conferring the benefit of the <i>Third Party Rights</i> on a <i>Stakeholder</i> with effect from the date of the relevant <i>Nominating Notice</i> .'
<b>Clause 1.11.1</b>	On line 1 after ' <i>Alliance Manager</i> ' insert: 'or the <i>Client</i> '.
<b>New Clause 1.12</b> (Restricted Documents)	<p>Insert new clause 1.12:</p> <p>'Subject to clause 1.13, the <i>Restricted Documents</i> shall be disclosed only to the <i>Client</i> and the <i>Alliance Managers</i>, unless:</p> <ul style="list-style-type: none"> <li>(a) the <i>Restricted Document</i> is a <i>Project Contract</i> or other related agreement and an <i>Alliance Member</i> other than the <i>Client</i> is a party to that <i>Project Contract</i>; or</li> <li>(b) an <i>Alliance Member</i> other than the <i>Client</i> has been responsible for producing the <i>Restricted Document</i>; or</li> <li>(c) the <i>Client</i> has authorised the disclosure of a <i>Restricted Document</i>.</li> </ul> <p>Where any of the circumstances in (a)-(c) apply to an <i>Alliance Member</i> (other than the <i>Client</i>) the <i>Alliance Member</i> shall not be permitted to disclose the <i>Restricted Document</i> to the other <i>Alliance Members</i> and shall treat the <i>Restricted Document</i></p>

	as <i>Confidential Information</i> in accordance with clause 13.3.3.'
<b>New Clause 1.13</b>	<p>Insert new clause 1.13:</p> <p>'Where a <i>Restricted Document</i> relates to a <i>Project Contract</i> or <i>Template Project Contract</i> that the <i>Alliance Manager</i> is going to be a party to or is a party to the <i>Alliance Manager</i> shall not be entitled to disclosure of that document and shall not be entitled to disclose that document to the other <i>Alliance Members</i> (other than the <i>Client</i>) and any information contained in that document or relating to that document shall be treated as <i>Confidential Information</i> in accordance with clause 13.3.3.'</p>
<b>Clause 2.5</b>	At the end of the clause insert 'The <i>Alliance Members</i> shall undertake their agreed roles in accordance with the <i>Timetable</i> .'
<b>Clause 2.6</b>	On line 3 delete '9.1' and insert '13.19'
<b>New Clause 5.3A</b>	Insert new clause 5.3A: 'As a pre-condition of any award of a <i>Project Contract</i> pursuant to clauses 5.1 and 5.2 (whether via the <i>Direct Award Procedure</i> or the <i>Competitive Award Procedure</i> ), an <i>Alliance Member</i> shall comply with the requirements of clause 13.21 and shall provide evidence of such compliance to the <i>Client</i> or any <i>Additional Client</i> upon written request.'
<b>Clause 5.6</b>	On line 4 before 'expenditure' insert 'actual or expected loss and/or'
<b>New Clause 6.3.6</b>	<p>At the end of clause 6.3.5 delete '.' and insert ','</p> <p>Insert new clause 6.3.6, 'the relevant <i>Alliance Member</i> or <i>Alliance Members</i> shall procure within 10 <i>Working Days</i> following a request from the <i>Client</i> and/or the <i>Alliance Manager</i> pursuant to this <i>Framework Alliance Contract</i> and/or in relation to a <i>Project</i> collateral warranties from the <i>Supply Chain</i> in the appropriate form for a consultant or a contractor as included in the <i>Template Project Documents</i>, in favour of the <i>Client</i>, any <i>Additional Client</i> and/or any <i>Stakeholders</i>, along with a copy of the <i>Supply Chain's</i> up-to-date professional indemnity insurance policy, and completed appointment/contract.'</p>
<b>New Clause 8.12</b>	Insert new clause 8.12: 'Each <i>Alliance Member</i> (save for the <i>Client</i> , the <i>Alliance Manager</i> , any <i>Additional Client</i> , the <i>Framework Managing Consultant</i> and the <i>Specialist Testing Consultant</i> ) is required to pay the <i>Framework Fee</i> to the <i>Client</i> throughout the duration of this <i>Framework Alliance Contract</i> . The <i>Framework Fee</i> is payable on the date of entry into this <i>Framework Alliance Contract</i> and thereafter annually, not less than five (5) calendar days prior to each anniversary of this <i>Framework Alliance Contract</i> .'
<b>Clause 9.1</b>	Delete this clause and insert 'Not used'
<b>New Clause 11.5</b>	Insert new clause 11.5: 'Without affecting any other obligations of the <i>Alliance Members</i> in respect of the provision of copies of documents to the <i>Client</i> , the <i>Alliance Members</i> shall supply to the <i>Client</i> within 5 <i>Working Days</i> of its request further copies of any document upon payment of the <i>Alliance Member's</i> reasonable copying charges.'
<b>Clause 12</b>	At the end of the heading insert: ' <b>and Relevant Certification</b> '

<b>New Clause 12.4</b>	Insert new clause 12.4: 'Each <i>Alliance Member</i> shall hold the Relevant Certification in force at all times for the duration of the <i>Framework Alliance Contract</i> .'
<b>New Clause 12.5</b>	Insert new clause 12.5: 'Each <i>Alliance Member</i> shall provide to the <i>Client</i> and any <i>Additional Client</i> upon request and, in any event, not less than annually following the date of entry into this <i>Framework Alliance Contract</i> , copies of the Relevant Certification as evidence of its compliance with clause 12.4.'
<b>Clause 13.2</b>	Amend existing clause 13.2 to state clause 13.2.1  At the beginning of clause 13.2.1 delete 'No'  Insert at the beginning of clause 13.2.1, 'Except as stated at clauses 13.2.2 and 13.2.3, no'
<b>New clause 13.2.2</b>	Insert new clause 13.2.2: 'The <i>Client</i> shall be entitled to novate its interests under this <i>Framework Alliance Contract</i> to any successor body following a reorganisation within government or to anybody (including any private sector body) which substantially performs any of the functions previously performed by the <i>Client</i> .'
<b>New clause 13.2.3</b>	Insert new clause 13.2.3: 'The <i>Client</i> shall be entitled to assign, charge or otherwise transfer its interests in this <i>Framework Alliance Contract</i> without any of the other <i>Alliance Members</i> ' prior consent to:  (a) any Contracting Authority within the meaning of Regulation 2 of the Public Contracts Regulations 2015; and/or  (b) any <i>Funder</i> and/or <i>Sponsor</i> .'
<b>Clause 13.3</b>  (Confidentiality and conflict of interest)	Delete the existing clause 13.3 and replace with:  '13.3.1 The <i>Alliance Members</i> undertake and represent to the <i>Client</i> and any <i>Additional Client</i> that each <i>Alliance Member</i> shall at all times during the <i>Framework Programme</i> avoid situations creating potential conflicts of interest and shall bring to the <i>Client's</i> and any <i>Additional Client's</i> attention any conflict of interest issues. The <i>Alliance Members</i> shall ensure that any conflicts of interest or potential conflicts of interest related to <i>Supply Chain Collaboration</i> and/or in the selection of the <i>Supply Chain</i> (if any) and/or in relation to any <i>Project Contract</i> and/or this <i>Framework Alliance Contract</i> and/or any circumstance where two or more <i>Alliance Members</i> are part of the same group of companies, are specifically declared in advance and brought to the <i>Client's</i> and any <i>Additional Client's</i> attention in order to obtain prior approval;  13.3.2 If the <i>Client</i> and/or any <i>Additional Client</i> reasonably considers that the conflict of interest notified to it under clause 13.3.1 is capable of being avoided or removed, the <i>Client</i> and/or any <i>Additional Client</i> may require the <i>Alliance Member</i> to take such steps as are reasonably necessary to avoid or remove such conflict of interest. For the avoidance of doubt, no <i>Alliance Member</i> (save for the <i>Client</i> and/or any <i>Additional Client</i> ) shall be permitted to engage (directly or otherwise) the <i>Framework Managing Consultant</i> and/or the <i>Specialist Testing Consultant</i> in connection with any

	<p>aspect of any <i>Project Contract</i> and/or this <i>Framework Alliance Contract</i>;</p> <p>13.3.3 If the <i>Alliance Member</i> fails to remedy such conflict of interest as required in clause 13.3.2; or such conflict of interest cannot be remedied; or the <i>Client</i> or <i>Additional Client</i> considers that a conflict of interest existed prior to the <i>Effective Date</i>; the <i>Client</i> or <i>Additional Client</i> (as applicable) may terminate the <i>Framework Alliance Contract</i> or the relevant <i>Alliance Member's</i> appointment in accordance with clause 14.1B.5;</p> <p>13.3.4 Any <i>Alliance Member</i> shall maintain <i>Confidential Information</i> (or shall procure that it is maintained) in strict confidence and shall protect any <i>Confidential Information</i> which it obtains in connection with this <i>Framework Alliance Contract</i> and any <i>Project Contract</i> and will use it only for the purpose for which it is intended and/or disclosed and at the request of the <i>Client</i> and/or any <i>Additional Client</i> will return any <i>Confidential Information</i> which is in physical form including all copies and/or destroy all remaining records and delete and arrange for the deletion of all <i>Confidential Information</i> from any computer, word processor or other equipment which contains <i>Confidential Information</i>. The restrictions in this clause 13.3.4 will continue to apply for a period of 6 years after expiry of the <i>Framework Alliance Contract</i> or a relevant <i>Project Contract</i> to which it relates or until the information is no longer <i>Confidential Information</i> (whichever is the later). The restriction shall not apply to <i>Confidential Information</i> which is disclosed with consent, or to the extent required by law, or that is already in the public domain other than through breach of this clause.</p> <p>13.3.5 Subject to clause 13.13, 13.14 and 13.16 in respect of the <i>Client</i> and/or any <i>Additional Client</i>, an <i>Alliance Member</i> shall not divulge the <i>Confidential Information</i> to any third party other than as provided for in this clause 13.3; and shall not make commercial use of the <i>Confidential Information</i>.'</p>
<p><b>Clause 13.6</b></p> <p>(Third Party Rights)</p>	<p>On the first line after 'Subject only to clauses' insert '1.10,'</p> <p>Insert after '14.6' the following ', and insofar as a <i>Stakeholder</i> (and any other <i>Client</i> and/or any other <i>Additional Client</i> not a party to a <i>Project Contract</i> or <i>Order</i>) shall be entitled to enforce the terms of this <i>Framework Alliance Contract</i> pursuant to a <i>Project Contract</i> or <i>Order</i>'</p>
<p><b>New clause 13.7</b></p> <p>(Entire agreement)</p>	<p>Insert new clause 13.7: ' This <i>Framework Alliance Contract</i> constitutes the entire agreement between the <i>Alliance Members</i> in relation to its subject matter, and replaces and extinguishes all prior agreements, arrangements, undertakings or collateral contracts of any nature made by any of the <i>Alliance Members</i> (whether written or oral) in relation to such subject matter.'</p>
<p><b>New clause 13.8</b></p> <p>(Prevention of bribery)</p>	<p>Insert new clause 13.8:</p> <p>'13.8.1 Each <i>Alliance Member</i> represents and warrants to the <i>Client</i> and any <i>Additional Client</i> that neither it, nor to the best of its knowledge any of its personnel, have at any time prior to the <i>Effective Date</i>:</p> <p>(a) committed a <i>Prohibited Act</i> or been formally notified that it is subject to an investigation or prosecution which relates to an alleged</p>

	<p><i>Prohibited Act</i>; and/or</p> <p>(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a <i>Prohibited Act</i>.</p> <p>13.8.2 An <i>Alliance Member</i> shall not during the term of this <i>Framework Alliance Contract</i> commit a <i>Prohibited Act</i>; and/or do anything which would cause the <i>Client</i> and/or any <i>Additional Client</i> to contravene the <i>Bribery Act</i>.</p> <p>13.8.3 During the term of the <i>Framework Alliance Contract</i>, an <i>Alliance Member</i> shall and shall require that its sub-consultants/sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the <i>Bribery Act</i> and prevent the occurrence of a <i>Prohibited Act</i>; and shall keep appropriate records for the <i>Client's</i> and any <i>Additional Client's</i> review.</p> <p>13.8.4 An <i>Alliance Member</i> shall immediately notify the <i>Client</i> and any <i>Additional Client</i> in writing if it becomes aware of any breach of clause 13.8.1 and/or 13.8.2, or has reason to believe that it has or any of its personnel have committed a <i>Prohibited Act</i>.</p> <p>13.8.5 If an <i>Alliance Member</i> makes a notification to the <i>Client</i> and/or any <i>Additional Client</i> pursuant to clause 13.8.4, the <i>Alliance Member</i> shall respond promptly to the <i>Client's</i> and/or any <i>Additional Client's</i> enquiries, co-operate with any investigation, and allow the <i>Client</i> and/or <i>Additional Client</i> to audit any books, records and/or any other relevant documentation in accordance with clause 13.9.</p> <p>13.8.6 If the <i>Alliance Member</i> is in <i>Default</i> under clauses 13.8.1 and/or 13.8.2, the <i>Client</i> and/or any <i>Additional Client</i> may by notice require the <i>Alliance Member</i> to remove from performance of this <i>Framework Alliance Contract</i> any of its personnel whose acts or omissions have caused the <i>Default</i>; or immediately terminate the appointment of that <i>Alliance Member</i> or terminate the <i>Framework Alliance Contract</i> in accordance with clause 14.1B.5.'</p>
<p><b>New clause</b></p> <p><b>13.9</b></p> <p>(Audit)</p>	<p>Insert new clause 13.9:</p> <p>'Each <i>Alliance Member</i> shall keep and maintain until 6 years after the <i>Framework Alliance Contract</i> has been completed or the relevant <i>Project Contract</i>, or as long a period as may be agreed between the parties, full and accurate records of the <i>Framework Alliance Contract</i> or any <i>Project Contract</i> including:</p> <ul style="list-style-type: none"> <li>(a) the works/services provided under it;</li> <li>(b) all expenditure reimbursed by the <i>Client</i> and/or any <i>Additional Client</i>;</li> <li>(c) all payments made by the <i>Client</i> and/or any <i>Additional Client</i>.</li> </ul> <p>The <i>Alliance Member</i> shall on request afford the <i>Client</i>, any <i>Additional Client</i> or the <i>Alliance Manager</i> such access to those records as may be required in connection</p>

	with the <i>Framework Alliance Contract</i> or in respect of any <i>Project Contract</i> .'
<b>New clause 13.10</b>  (Equality and diversity)	Insert new clause 13.10:  'An <i>Alliance Member</i> shall perform its obligations under this <i>Framework Alliance Contract</i> (including those in relation to any <i>Project Contract</i> ) in accordance with all applicable equality <i>Law</i> (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).'
<b>New clause 13.11</b>  (Human rights)	Insert new clause 13.11:  'An <i>Alliance Member</i> shall (and shall use its reasonable endeavours to procure that its <i>Staff</i> shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this <i>Framework Alliance Contract</i> .'
<b>New clause 13.12</b>  (Health and safety)	Insert new clause 13.12:  'An <i>Alliance Member</i> shall perform its obligations under this <i>Framework Alliance Contract</i> (including those in relation to any <i>Project Contract</i> ) in accordance with all applicable <i>Law</i> regarding health and safety; and any <i>Health and Safety Policy</i> while undertaking a <i>Project</i> .'
<b>New clause 13.13</b>  (Data protection)	Insert new clause 13.13:  '13.13.1 An <i>Alliance Member</i> shall (and shall procure that any of its <i>Staff</i> involved in the provision of the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> ) comply with their obligations under the <i>Data Protection Legislation</i> , which arise in connection with the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> .  13.13.2 Notwithstanding the general obligation in clause 13.13.1, where an <i>Alliance Member</i> is processing <i>Personal Data</i> as a <i>Data Processor</i> on behalf of the <i>Client</i> and/or any <i>Additional Client</i> or for another <i>Alliance Member</i> (each is a <i>Data Controller</i> in respect of that <i>Personal Data</i> ) in connection with the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> :  (a) the <i>Alliance Member's</i> processing of <i>Client</i> and/or <i>Additional Client Personal Data</i> shall be limited to the duration of the relevant <i>Project Contract</i> , and the <i>Alliance Member's</i> processing of other <i>Alliance Member Personal Data</i> shall be limited to the duration of the <i>Framework Alliance Contract</i> ;  (b) the nature and purpose of the processing shall be limited to electronic and in person exchange of <i>Personal Data</i> for the purposes of project planning and coordination, health and safety information sharing, and the provision of training;  (c) the individuals whose <i>Personal Data</i> will be processed will be the directors, employees, contractors, agents and sub-contractors of the relevant <i>Data Controller</i> , and  (d) the types of <i>Personal Data</i> processed will include names, job titles, email addresses, and phone numbers.  13.13.3 When acting as a <i>Data Processor</i> in accordance with clause 13.13.2 each

	<p><i>Alliance Member</i> undertakes to:</p> <p>(a) only process any <i>Personal Data</i> on behalf of the relevant <i>Data Controller</i> in accordance with this <i>Framework Alliance Contract</i> and the <i>Data Controller's</i> written instructions from time to time except where otherwise required by applicable law;</p> <p>(b) observe and comply at all times with applicable <i>Data Protection Legislation</i>, and in particular to observe and comply with Articles 28, 32, 33, 34, 35 and 36 of the GDPR that expressly apply to <i>Data Processors</i>, and to otherwise provide the relevant <i>Data Controller</i> with such assistance in complying with the same as the <i>Data Controller</i> may reasonably expect of a diligent service provider;</p> <p>(c) notwithstanding the obligations in clauses 13.3.3(a) and 13.3.3(b), implement technical and organisational measures to ensure the security of the <i>Personal Data</i>, and notify the <i>Data Controller</i> without delay (and in any event within 36 hours) after becoming aware of a <i>Personal Data</i> breach; and</p> <p>(d) at the choice of the <i>Data Controller</i>, delete or return all the <i>Personal Data</i> to the <i>Data Controller</i> after the end of the <i>Project Contract</i> or <i>Framework Alliance Contract</i>, and delete all copies held unless otherwise required by law.'</p>
<p><b>New clause 13.14</b></p> <p>(Freedom of information)</p>	<p>Insert new clause 13.14</p> <p>'13.14.1 Where the <i>Client</i> is subject to the requirements of the <i>FOIA</i> and the <i>EIRs</i> an <i>Alliance Member</i> shall:</p> <p>(a) provide all necessary assistance and cooperation as reasonably requested by the <i>Client</i> to enable the <i>Client</i> to comply with its obligations under the <i>FOIA</i> and <i>EIRs</i>;</p> <p>(b) transfer to the <i>Client</i> all <i>Requests for Information</i> relating to this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> that it receives as soon as practicable and in any event within 2 <i>Working Days</i> of receipt;</p> <p>(c) provide the <i>Client</i> with a copy of all <i>Information</i> belonging to the <i>Client</i> requested in the <i>Request for Information</i> which is in its possession or control in the form that the <i>Client</i> requires within 5 <i>Working Days</i> (or such other period as the <i>Client</i> may reasonably specify) of the <i>Client's</i> request for such <i>Information</i>; and</p> <p>(d) not respond directly to a <i>Request for Information</i> unless authorised in writing to do so by the <i>Client</i>.</p> <p>13.14.2 An <i>Alliance Member</i> acknowledges that the <i>Client</i> may be required under the <i>FOIA</i> and <i>EIRs</i> to disclose <i>Information</i> (including <i>Commercially Sensitive Information</i>) without consulting or obtaining consent from the <i>Alliance Member</i>. The <i>Client</i> shall take reasonable steps to notify the <i>Alliance Member</i> of a <i>Request For Information</i> (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the <i>FOIA</i>) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this <i>Framework Alliance Contract</i></p>



	<p>or a <i>Project Contract</i>) the <i>Client</i> shall be responsible for determining in its absolute discretion whether any <i>Commercially Sensitive Information</i> and/or any other information is exempt from disclosure in accordance with the <i>FOIA</i> and/or the <i>EIRs</i>.'</p>
<p><b>New clause 13.15</b></p> <p>(Notifiable events)</p>	<p>Insert new clause 13.15:</p> <p>'13.15.1 An <i>Alliance Member</i> under this <i>Framework Alliance Contract</i> or any <i>Project Contract</i> shall without delay notify the <i>Client</i> and/or any <i>Additional Client</i> of a <i>Notifiable Event</i>. If any <i>Notifiable Event</i> should occur, the <i>Alliance Member</i> shall as soon as reasonably practicable thereafter and in any event within 10 <i>Working Days</i>, notify the <i>Client</i> and/or any <i>Additional Client</i> of such <i>Notifiable Event</i> and shall promptly on demand provide all reasonable information that the <i>Client</i> and/or any <i>Additional Client</i> may require relating to that <i>Notifiable Event</i>.</p> <p>13.15.2 Following the notification of a <i>Notifiable Event</i> under clause 13.15.1 by an <i>Alliance Member</i>, the <i>Client</i> and/or any <i>Additional Client</i> may require the relevant <i>Alliance Member</i> to provide suitable security documentation such as a parent company guarantee or a performance bond in respect of a <i>Project Contract</i>, in a form acceptable to the <i>Client</i> and/or any <i>Additional Client</i> (acting reasonably) following such a <i>Notifiable Event</i>.</p> <p>13.15.3 The <i>Client</i> and/or any <i>Additional Client</i> is entitled to terminate the appointment of the relevant <i>Alliance Member</i> under this <i>Framework Alliance Contract</i> and any <i>Project Contract</i>, following a <i>Notifiable Event</i> pursuant to clause 14.1B.5, unless the <i>Client</i> and/or any <i>Additional Client</i> has notified the relevant <i>Alliance Member</i> in writing that it is satisfied to proceed on the basis of the reorganising or restructuring pursuant to the <i>Notifiable Event</i>, and/or on the condition that the <i>Alliance Member</i> shall provide the security documentation as set out at clause 13.15.2.</p> <p>13.15.4 Any change in the legal status of any of the <i>Clients</i> and/or any <i>Additional Clients</i> under this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> shall not affect the validity of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> and this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> shall be binding on any successor body to that <i>Client</i> or <i>Additional Client</i>.'</p>
<p><b>New clause 13.16</b></p> <p>(Publicity and branding)</p>	<p>Insert new clause 13.16:</p> <p>'13.16.1 An <i>Alliance Member</i> shall not (and shall procure that no sub-consultant/sub-contractor of the <i>Alliance Member</i> shall) make without the <i>Client's</i> and/or any <i>Additional Client's</i> prior written consent, (such consent shall be at the <i>Client's</i> and/or any <i>Additional Client's</i> absolute discretion) any advertisement, public statement or press announcement including any social media comment in relation to this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> or the provision of any works/services.</p> <p>13.16.2 The <i>Client</i> and any <i>Additional Client</i> reserve the right to make public statements and press announcements in relation to this <i>Framework</i></p>

	<i>Alliance Contract or a Project Contract for any purpose.'</i>
<b>New clause 13.17</b>  (Change in law)	Insert new clause 13.17:  'Each <i>Alliance Member</i> warrants to the <i>Client</i> and any <i>Additional Client</i> that each <i>Alliance Member</i> shall bear the cost of ensuring that during the <i>Framework Programme</i> the works/services comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments to the same.'
<b>New clause 13.18</b>  (General provisions)	Insert new clause 13.18:  '13.18.1 If any provision of this <i>Framework Alliance Contract</i> is held to be invalid, unlawful or unenforceable to any extent such provision shall not affect the validity, legality or enforceability of the remaining parts of this <i>Framework Alliance Contract</i> .  13.18.2 References to laws, statutes, byelaws, regulations, orders and delegated legislation in this <i>Framework Alliance Contract</i> shall include any law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating or made pursuant to the same.  13.18.3 By entering into this <i>Framework Alliance Contract</i> , the <i>Alliance Members</i> warrant, represent and undertake to each other that:  (a) each has full capacity and authority to enter into and to perform this <i>Framework Alliance Contract</i> ;  (b) this <i>Framework Alliance Contract</i> is executed by a duly authorised representative of that <i>Alliance Member</i> ;  (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that <i>Alliance Member's</i> knowledge, threatened against or affecting that <i>Alliance Member</i> before any court or administrative body or arbitration tribunal that might affect the ability of that <i>Alliance Member</i> to meet and carry out its obligations under this <i>Framework Alliance Contract</i> ; and  (d) once duly executed, this <i>Framework Alliance Contract</i> will constitute legal, valid and binding obligations.'
<b>New clause 13.19</b>  (Variations)	Insert new clause 13.19:  'The <i>Alliance Members</i> agree that any change to this <i>Framework Alliance Contract</i> shall be in accordance with the <i>Change Control Procedure</i> set out in Schedule 7. For these purposes a 'change' shall include any proposed amendments to this <i>Framework Alliance Contract</i> and any proposed assignment or sub-contracting of this <i>Framework Alliance Contract</i> whether in whole or in part other than as permitted by clause 13.2. For each change that is agreed by the <i>Alliance Members</i> , this <i>Framework Alliance Contract</i> shall be amended to the extent necessary to give effect to that change, and for this purpose a <i>Change Control Notice</i> ('CCN') issued in compliance with the Schedule 7 procedure and signed by all the <i>Alliance Members</i> shall give effect to any amendment. No variation of or amendment to the provisions of this <i>Framework Alliance Contract</i> shall be effective unless and until it

	is made in accordance with the <i>Change Control Procedure</i> and this clause 13.19.'
<b>New Clause 13.20</b>  (Modern Slavery)	<p>Insert new clause 13.20:</p> <p>'13.20.1 Each <i>Alliance Member</i> undertakes, represents and warrants to the <i>Client</i> and any <i>Additional Client</i> that neither it, nor to the very best of its knowledge any of its personnel, have at any time prior to the <i>Effective Date</i>:</p> <ul style="list-style-type: none"> <li>(a) committed an <i>MSA Offence</i>; or</li> <li>(b) been notified that it is subject to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the <i>Modern Slavery Act</i>; or</li> <li>(c) become aware of any circumstances within its <i>Supply Chain</i> that could give rise to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the <i>Modern Slavery Act</i>;</li> </ul> <p>13.20.2 An <i>Alliance Member</i> shall comply with the Modern Slavery Act and the Modern Slavery Statement; and shall not during the term of this <i>Framework Alliance Contract</i> commit an <i>MSA Offence</i>; and/or do anything which would cause the <i>Client</i> and/or any <i>Additional Client</i> to contravene the <i>Modern Slavery Act</i>.</p> <p>13.20.3 During the term of the <i>Framework Alliance Contract</i>, an <i>Alliance Member</i> shall and shall require that its sub-consultants/sub-contractors establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the <i>Modern Slavery Act</i> and prevent the occurrence of an <i>MSA Offence</i>; and shall during the term of the <i>Framework Alliance Contract</i> and for the period of six years thereafter maintain such records relating to the <i>Project</i> provided to the <i>Client</i> or any <i>Additional Client</i> under the <i>Framework Alliance Contract</i> as may be necessary to trace the supply chain relating to such <i>Project</i> and to enable the <i>Client</i> and any <i>Additional Client</i> to determine the <i>Alliance Member's</i> compliance with the <i>Modern Slavery Statement</i>.</p> <p>13.20.4 An <i>Alliance Member</i> shall immediately notify the <i>Client</i> and any <i>Additional Client</i> in writing if it becomes aware or has reason to believe that it, or any of its personnel or sub-consultants/sub-contractors have breached or potentially breached any of the <i>Alliance Member's</i> obligations under clause 13.20.</p> <p>13.20.5 If an <i>Alliance Member</i> makes a notification to the <i>Client</i> and/or any <i>Additional Client</i> pursuant to clause 13.20.4, the <i>Alliance Member</i> shall respond promptly to the <i>Client's</i> and/or any <i>Additional Client's</i> enquiries, co-operate with any investigation, and allow the <i>Client</i> and/or any <i>Additional Client</i> to audit any books, records and/or any other relevant documentation in accordance with clause 13.9.</p> <p>13.20.6 If an <i>Alliance Member</i> is in <i>Default</i> under clauses 13.20, the <i>Client</i> and/or any <i>Additional Client</i> may by notice require the <i>Alliance Member</i> to remove from performance of this <i>Framework Alliance Contract</i> any of its</p>

	personnel whose acts or omissions have caused the <i>Default</i> ; or immediately terminate the appointment of that <i>Alliance Member</i> or terminate the <i>Framework Alliance Contract</i> in accordance with clause 14.1B.5.'
<b>New Clause 13.21</b>	<p>Insert new Clause 13.21:</p> <p>'Any <i>Alliance Member</i> shall ensure that, in relation to its personnel (including its supply chain, sub-consultants and sub-contractors) required for the implementation of a <i>Project</i>, to the extent permitted by law, the <i>Alliance Member</i> has completed relevant DBS (Disclosure &amp; Barring Service) checks as required by the <i>Client</i> or any <i>Additional Client</i>, in respect of all such <i>Alliance Member</i> personnel.'</p>
<b>New Clause 13.22</b>	<p>Insert new Clause 13.22:</p> <p>'If an <i>Alliance Member</i> is failing to perform in accordance with the <i>Success Measures</i> and <i>Targets</i> and such failure amounts to a <i>Persistent Breach</i>, then the <i>Alliance Member</i> shall not be entitled to participate in any <i>Direct Award Procedure</i> or <i>Competitive Award Procedure</i> in relation to any other <i>Project</i> for the next three tender opportunities from receipt of a notification from the <i>Client</i> or any <i>Additional Client</i> to that effect. A copy of any such notification shall be sent to the <i>Client</i> and any <i>Additional Clients</i>.'</p>
<b>New Clause 13.23</b>	<p>Insert new Clause 13.23:</p> <p>[ 'Alliance Members shall agree a mechanism with the FMC for review and validation of <i>Project Proposals</i> and proposed <i>Agreed Prices</i> submitted by an <i>Alliance Member</i> for a <i>Project</i> pursuant to clause 5.1. The FMC shall be permitted to benchmark <i>Project Proposals</i> and proposed <i>Agreed Prices</i> as against other Alliance Members to validate costs. Where the FMC considers Persistent Over-Bidding applies it will agree measures with the applicable Alliance Member for the review of costs and pricing for future Projects]'</p>
<b>New Clause 14.1A</b>	<p>Insert new clause 14.1A: 'The <i>Client</i> may at any time terminate this <i>Framework Alliance Contract</i> by giving the other <i>Alliance Members</i> at least 90 days prior written notice of termination.'</p>
<b>New clause 14.1B</b>	<p>Insert new clause 14.1B:</p> <p>'The <i>Client</i> and/or any <i>Additional Client</i> may terminate this <i>Framework Alliance Contract</i> or the appointment of a relevant <i>Alliance Member</i> at any time in the event of:</p> <p>14.1B.1 the occurrence of a <i>Force Majeure</i> event if the performance of the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> is prevented for a continuous period of 6 months;</p> <p>14.1B.2 <i>Persistent Breach</i> by any <i>Alliance Member</i>;</p> <p>14.1B.3 a <i>Notifiable Event</i> occurs pursuant to clause 13.15;</p> <p>14.1B.4 the <i>Client's</i> and/or the <i>Additional Client's</i> preferred <i>Alliance Member</i> or</p>

	<p><i>Supply Chain</i> is substituted by an <i>Alliance Member</i> or <i>Supply Chain</i> without the <i>Client's</i> and/or the <i>Additional Client's</i> prior written consent pursuant to a <i>Supply Chain Collaboration</i> and/or a <i>Project Contract</i>;</p> <p>14.1B.5 in respect of the events and/or matters pursuant to clauses 13.3.3, 13.8.6, 13.15.3 and 13.20.6; and</p> <p>14.1B.6 <i>Legal Challenge</i></p> <p>in which case the <i>Client</i> and/or any <i>Additional Client</i> may terminate the <i>Framework Alliance Contract</i> or the appointment of the relevant <i>Alliance Member</i> on 5 <i>Working Days'</i> notice in writing.'</p>
<b>New clause 14.8</b>	<p>Insert new clause 14.8:</p> <p>'The <i>Client</i> and/or any <i>Additional Client</i> shall not make any payment (if applicable) under this <i>Framework Alliance Contract</i> to any other <i>Alliance Member</i> in respect of the expiry of the term of this <i>Framework Alliance Contract</i> or, if the <i>Framework Alliance Contract</i> is terminated pursuant to this clause 14, save in respect of any payments properly due and owing in accordance with clause 8 (if any) to any <i>Alliance Member</i> in respect of the <i>Alliance Manager Services</i>.'</p>
<b>New clause 15A</b>	<p>Insert new clause 15A</p> <p>'15A.1 The <i>Alliance Members</i> shall not exclude or limit, nor shall they be entitled to exclude or limit, liability to the other <i>Alliance Member</i> for death or personal injury, any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 13 of the Supply of Goods and Services Act 1982 and/or for fraud or fraudulent misrepresentation.</p> <p>15A.2 Subject to clause 15A.1, under no circumstances shall the <i>Alliance Members</i> be liable to each other for indirect or consequential loss or damage and/or loss of profits, business, revenue or good will, save that this clause 15A.2 shall not be interpreted as limiting the right of the <i>Client</i> to claim from any other <i>Alliance Member</i> for:</p> <ul style="list-style-type: none"> <li>(a) additional, operational and administrative costs and expenses (including legal and other professional fees) arising from the <i>Alliance Member's Default</i>, including costs and expenses relating to the time spent by any <i>Client's</i> management and employees in dealing with the consequences of the <i>Default</i>; and</li> <li>(b) damage due to loss of data, but only to the extent that such loss relates to the costs of working round any loss of data and the direct cost of recovering or reconstructing such data arising from the <i>Alliance Member's Default</i>; and</li> <li>(c) any wasted expenditure or charges rendered unnecessary and/or incurred by any of the <i>Clients</i> arising from the <i>Alliance Member's Default</i>, including all expenditure incurred by the <i>Clients</i> whether in payments to the <i>Alliance Member</i> or to any other person, in connection with the acceptance of any works/services; and</li> </ul>

	<p>(d) reasonable costs and expenses incurred by any of the <i>Clients</i> in rectifying a <i>Default</i> of the <i>Alliance Member</i> and, where considered in the absolute discretion of the <i>Client</i> to be reasonable or necessary, in re running any process in respect of which the works/services had been procured.</p> <p>15A.3 Subject to clause 10.1 and clause 15A.1, the <i>Client</i> shall have no liability to the other <i>Alliance Members</i> in respect of any breach by the <i>Client</i> of the terms of the <i>Framework Alliance Contract</i> and/or any <i>Project Contract</i> and/or any <i>Order</i>.'</p>
	<b>Definitions</b>
	<b>Insert / amend definitions as follows:</b>
	<b><i>Bribery Act</i></b> : means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
	<b><i>Change Control Procedure</i></b> : is as set out at Schedule 7 of this <i>Framework Alliance Contract</i> ;
	<b><i>Change Control Notice (CCN)</i></b> : is as set out at Schedule 7 of this <i>Framework Alliance Contract</i> ;
	<b><i>Commercially Sensitive Information</i></b> : the information listed in the <i>Framework Documents</i> comprising the information of a commercially sensitive nature relating to an <i>Alliance Member</i> , its intellectual property rights or its business or which the <i>Alliance Member</i> and has indicated to the <i>Client</i> that, if disclosed by the <i>Client</i> , would cause the <i>Alliance Member</i> significant commercial disadvantage or material financial loss, such information shall include the <i>Framework Prices</i> and the <i>Framework Proposals</i> ;
	<b><i>Competitive Award Procedure</i></b> : the competitive procedure leading to the award of a <i>Project Contract</i> as set out in Part 2 of Schedule 4 to the <i>Framework Alliance Agreement</i> which is the default method of awarding a <i>Project Contract</i> under the <i>Framework Alliance Agreement</i> ;
	<b><i>Confidential Information</i></b> : any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of any <i>Alliance Member</i> including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as 'confidential') or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information;
	<b><i>Consensus</i></b> : a majority decision following reasoned discussion;
	<b><i>Provider</i></b> : the party named in the <i>Framework Alliance Agreement</i> to fulfil the role of <i>Provider</i> as described in the <i>Framework Documents</i> or is any entity undertaking works in respect of a <i>Project</i> or this <i>Framework Alliance Contract</i> ;

	<b>Data Controller:</b> shall have the same meaning as set out in the GDPR;
	<b>Data Processor:</b> shall have the same meaning as set out in the GDPR;
	<b>Data Protection Legislation:</b> the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019, and the GDPR as enacted and implemented under the Data Protection Act 2018, and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
	<b>Default:</b> any breach of the obligations by an <i>Alliance Member</i> (apart from the <i>Client</i> ) including abandonment of this <i>Framework Alliance Contract</i> in breach of its terms, repudiatory breach or breach of a fundamental term or any other default, act, omission, negligence or statement of the <i>Alliance Member</i> , or any of its sub-contractors or any suppliers, in connection with or in relation to the subject matter of this <i>Framework Alliance Contract</i> and in respect of which such party is liable to the <i>Client</i> ;
	<b>Direct Award Procedure:</b> the procedure leading to the award of a <i>Project Contract</i> without further competition among <i>Alliance Members</i> as set out in Part 1 of Schedule 4 to the <i>Framework Alliance Agreement</i> which may only be utilised in the exceptional circumstances set out in Schedule 4 to the <i>Framework Alliance Agreement</i> ;
	<b>Effective Date:</b> the date on which this <i>Framework Alliance Contract</i> was created;
	<b>Environmental Information Regulations (EIRs):</b> the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
	<b>Framework Managing Consultant:</b> the consultant appointed by the <i>Client</i> in respect of the provision of cost consultant and employer's agent services in connection with each <i>Project</i> ;
	<b>FOIA:</b> the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
	<b>Force Majeure:</b> any event or non-event affecting the performance by any <i>Alliance Member</i> of its obligations under or pursuant to this <i>Framework Alliance Contract</i> which was not reasonably foreseeable at the date of this <i>Framework Alliance Contract</i> and is beyond such <i>Alliance Member's</i> reasonable control and which, having arisen, could not reasonably have been provided against before the <i>Effective Date</i> including war, hostilities, terrorism, revolution, civil war, riot, disorder, natural disasters (other than any insured risk). Any such event or non-event should not be attributable to any wilful act, omission or failure to take reasonable

	precautions by the affected <i>Alliance Member</i> , its agents or employees;
	<b>Framework Fee:</b> the sum of six thousand pounds (£5,000) excluding VAT for Providers and two thousand pounds (£2,000) excluding VAT for Consultants, adjusted annually in accordance with the Consumer Prices Index (CPI);
	<b>Funder:</b> a person that has provided, or is to provide, finance in connection with the <i>Framework Alliance Contract</i> , or the whole or any part of a <i>Project</i> or the completed <i>Project</i> ; or the site of the <i>Project</i> or to the <i>Client</i> in relation to this <i>Framework Alliance Contract</i> , whether that person acts on its own account, as agent for a syndicate of other parties or otherwise;
	<b>GDPR:</b> General Data Protection Regulations as incorporated into the Data Protection Act 2018;
	<b>Health and Safety Policy:</b> the health and safety policy of the <i>Client</i> provided to the <i>Alliance Member</i> on or before the Effective Date and as subsequently provided to the <i>Alliance Member</i> from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable <i>Law</i> regarding health and safety;
	<b>Holding Company:</b> is such company within the meaning of section 1159, Companies Act 2006;
	<b>Information:</b> has the meaning given under section 84 of FOIA;
	<b>Law:</b> any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, , regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the <i>Alliance Member</i> is bound to comply;
	<b>Legal Challenge:</b> any legal claim against the <i>Client</i> in respect of or in relation to this <i>Framework Alliance Contract</i> or where any <i>Alliance Member</i> (apart from the <i>Client</i> ) are recommended or required to be terminated under this <i>Framework Alliance Contract</i> by a court or other body of competent jurisdiction;
	<b>Modern Slavery Act:</b> means the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
	<b>Modern Slavery Statement:</b> means the <i>Client's</i> Group anti-slavery and human trafficking policy entitled ' <i>Modern Slavery Transparency Statement</i> ' as updated by the <i>Client</i> and notified to the <i>Alliance Members</i> from time to time;
	<b>MSA Offence:</b> an offence under the Modern Slavery Act;
	<b>Nominating Notice:</b> a written notice in the form set out in the <i>Template Project Documents</i> .
	<b>Notifiable Event:</b> means (a) any change of control of:



	<ul style="list-style-type: none"> <li>(i) an <i>Alliance Member</i> (apart from the <i>Client</i>);</li> <li>(ii) the Holding Company of an <i>Alliance Member</i> (apart from the <i>Client</i>); (together, the '<b>Relevant Entities</b>'); and</li> </ul> <p>(b) any new company name or trading name adopted or to be adopted by any of the <i>Relevant Entities</i>;</p>
	<p><b>Persistent Breach:</b> means when the relevant <i>Alliance Member</i> (apart from the <i>Client</i>) is in breach of any term of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> continuously for 10 <i>Working Days</i> or more; or a breach of this <i>Framework Alliance Contract</i> or a <i>Project Contract</i> has occurred twice within a continuous 3 month period; or 3 <i>Project Contracts</i> or more have been breached within a continuous 3 month period; or failure to perform within the Success Measures and Targets and such failure has continued for [10] <i>Working Days</i> or more or has occurred twice within a continuous [3] month period; or failure to secure a <i>Project Contract</i> during any 12 month period;</p>
	<p><b>Persistent Over-Bidding:</b> means when the relevant <i>Alliance Member</i> (apart from the <i>Client</i> or any <i>Additional Client</i>) proposes prices which are consistently higher than those proposed by any other <i>Alliance Member</i> (apart from the <i>Client</i> or any <i>Additional Client</i>) in respect of any <i>Project</i> and such circumstance has occurred three times within a continuous 6 month period;</p>
	<p><b>Personal Data:</b> shall have the same meaning as set out in the GDPR;</p>
	<p><b>Prohibited Act:</b> the following constitute <i>Prohibited Acts</i>:</p> <ul style="list-style-type: none"> <li>(a) to directly or indirectly offer, promise or give any person working for or engaged by the <i>Client</i> a financial or other advantage to induce that person to perform improperly a relevant function or activity; or reward that person for improper performance of a relevant function or activity;</li> <li>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this <i>Framework Alliance Contract</i> or a <i>Project Contract</i>;</li> <li>(c) committing any offence under the Bribery Act 2010 and/or carrying out any activity which would constitute an offence under the Bribery Act 2010 if such activity had been carried out in the UK;</li> </ul>
	<p><b>Relevant Certification:</b> the following certification: evidence of applicable public liability insurance; professional indemnity insurance; CAR works insurance policies in place.</p>
	<p><b>Restricted Document:</b> the <i>Framework Prices</i>, <i>Framework Proposals</i>, any draft or completed <i>Template Project Documents</i> and any information related to such documents and any other information which the <i>Client</i> designates as such;</p>
	<p><b>Request for Information:</b> a request for information or an apparent request under the Code of Practice on Access to Government Information, <i>FOIA</i> or the</p>

	<i>Environmental Information Regulations;</i>
	<b>Risk Register:</b> the risk register to be completed in the form set out in Schedule 3 to the <i>Framework Alliance Contract</i> and subsequently updated in accordance with clause 9.4, describing recognised risks and agreed <i>Risk Management</i> actions in relation to the <i>Framework Programme</i> and agreed <i>Alliance Activities</i> ;
	<b>Specialist Testing Consultant:</b> the consultant appointed by the <i>Client</i> in respect of the provision of specialist testing services in connection with each <i>Project</i> ;
	<b>Staff.</b> means all persons employed by an <i>Alliance Member</i> to perform its obligations under the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> together with their servants, agents, suppliers and sub-contractors used in the performance of its obligations under the <i>Framework Alliance Contract</i> or a <i>Project Contract</i> ;
	<b>Timetable:</b> the timetable to be completed in the form set out in Schedule 2 to the <i>Framework Alliance Agreement</i> and subsequently updated in accordance with clause 2.6 stating agreed deadlines, gateways and milestones in respect of the <i>Framework Programme</i> , achievement of the <i>Objectives</i> and the timescales for <i>Alliance Activities</i> .
	<b>Third Party Rights:</b> the rights and benefits in favour of a <i>Stakeholder</i> set out in the <i>Template Project Documents</i> .

**Schedule 7**  
**Change Control Procedure**

(see clause 13.19)

**6. Introduction**

- 6.1 This Schedule 7 describes the Change Control Procedure relating to this *Framework Alliance Contract*
- 6.2 The *Alliance Member* should note that any change to lump sum prices and/or fee percentages will be agreed and managed using the procedures set out in the relevant Project Contract

**7. Principles**

- 7.1 Where the *Client* or any additional Client or the *Alliance Member* see a need to change this Agreement or any of the framework activities, the *Client* or any additional Client may at any time request, and the *Alliance Member* may at any time recommend, such change only in accordance with the formal Change Control Procedure in paragraph 3 of this Schedule
- 7.2 Neither the *Client* or any additional Client nor the *Alliance Member* shall unreasonably withhold consent to any change
- 7.3 Until such time as a change to this *Framework Alliance Contract* or any of the framework activities is made in accordance with the Change Control Procedure, the *Client* or any additional Client and the *Alliance Member* shall, unless otherwise agreed in writing, continue to operate this *Framework Alliance Contract* as if the request or recommendation had not been made
- 7.4 Any discussions which may take place between the *Client* or any additional Client and the *Alliance Member* in connection with the request or recommendation before the authorisation of a resultant change to this Agreement or any of the framework activities shall be without prejudice to the rights of any party to the *Framework Alliance Contract*. Any framework activities performed by any *Alliance Member*, its sub-contractors and/or sub-consultants or any other member of the Supply Chain which has not been authorised in advance by a change to this Agreement and which has not been otherwise agreed in accordance with this procedure shall be undertaken entirely at the expense and liability of the *Alliance Member*

**8. Change Control Procedure**

- 8.1 Discussion between the *Client* or any *Additional Client* and the *Alliance Member* concerning the change to this Agreement or any of the framework activities shall result in any one of the following:
- (a) no further action being taken;
  - (b) a request to change this Agreement or any of the framework activities by the *Client* or any additional Client; or
  - (c) a recommendation to change this Agreement or any of the framework activities by the *Alliance Member*
- 8.2 Where a written request for an amendment is received from the *Client* or any additional Client, the *Alliance Member* shall, unless otherwise agreed, submit 2 copies of a Change Control Note

- (CCN) signed by the *Alliance Member* to the *Client* or any additional Client within 15 fifteen working days of the date of the request
- 8.3 A recommendation to amend by the *Alliance Member* shall be submitted direct to the *Client* or any additional Client in the form of 2 copies of a CCN signed by the *Alliance Member* at the time of such recommendation
- 8.4 The CCN shall contain:
- (a) the description of the change;
  - (b) the originator and the date of the request or recommendation for the change;
  - (c) the reason for the change;
  - (d) full details of the change including the specification;
  - (e) a timetable for implementation together with any proposals for acceptance of the change;
  - (f) details of the likely impact, if any, of the change and other aspects of this Agreement;
  - (g) the date of expiry of the CCN; and
  - (h) provision for signature by the *Client* or any additional Client and by the *Alliance Member*
- 8.5 For each CCN submitted the *Alliance Manager* shall, within the period or validity of the CCN, evaluate the CCN and, as appropriate:
- (i) request further information;
  - (ii) arrange for 2 copies of the CCN to be signed by or on behalf of the *Client* or any additional Client and return one of the copies to the *Alliance Member*; or
  - (iii) notify the *Alliance Member* of the rejection of the CCN
- 8.6 If the *Alliance Member* considers that the preparation of a CCN, requested by the *Client* or any additional Client, would necessitate significant allocation of resources and/or costs, the *Alliance Member* will notify the *Client* or any additional Client accordingly and, by agreement with the *Client* or any additional Client, the *Alliance Member* will make proposal for a paid study of the cost and applications of producing the required CCN. Pending the *Client* or any additional Clients' acceptance of the proposal the *Alliance Member* will be relieved of its obligations to produce such CCN
- 8.7 A CCN signed by the *Client* or any additional Client unless withdrawn in writing by the *Client* or any additional Client within 7 days of signature and by the *Alliance Member* shall constitute an amendment to this Agreement and/or any of the framework activities

**Schedule 8**  
**Framework Brief**



# Volume 2 Contract

## Schedule 8: Framework Brief

Contract Ref:	T10017
Date:	September 2023
Issue:	1

# Document Control

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## Revisions

Job Ref	Revision	Date	Prepared	Checked	Amended	Notes
10017	--	21/09/23	NT	KH		For Client Review
10017	A	03/10/23	NT	KH	NT	Tender Issue

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# Appendices

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Appendix 8B	FMC Scope of Services
Appendix 8C	Design Consultant Services
Appendix 8D	Specialist Testing Services
Appendix 8E	Detailed End-to-End Process
Appendix 8F	FAC-1 Briefing Paper
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## 1. Introduction to the Framework Brief

### 1.1. Introduction

- 1.1.1. This document describes the way in which the Framework will facilitate the delivery of the “AGP Framework 2024-28” (“the Framework”) on behalf of the Authority and others accessing this Framework.
- 1.1.2. The Framework itself is the ACA Framework Alliance Contract, FAC-1, which is primarily focused on enabling collaboration in delivering projects, through those organisations party to the framework. Further information is provided in a briefing paper at **Appendix 8F – FAC-1 Briefing Paper** and also at <http://www.allianceforms.co.uk/about-fac-1/>.
- 1.1.3. FAC-1 is a multi-party Framework and links together all of the organisations who are responsible for delivering the Framework. In particular, the main parties to FAC-1 are:-
- **The Client** – The Football Foundation;
  - **The Alliance Manager** – The Football Foundation;
  - **Alliance Members (AGP Provider (AGPP))** – The AGPP, being responsible for the design, manufacture and installation of AGP pitches;
  - **Alliance Member (FMC Consultant (FMC))** – The FMC being the Consultant responsible for the project management (and other related services) of the delivery of AGP Pitches and in particular, acting in the role of “Employer’s Agent.
  - **Alliance Member (Design Consultant (DC))** – The DC being the Consultant responsible for the design of AGP Pitches and in particular, acting in the role of “Lead Designer”.
  - **Alliance Member (Specialist Testing Consultant (STC))** – The STC being the Consultant responsible for undertaking specialist testing and key stage inspections (KSIs).
- 1.1.4. Other organisations may join the Framework at any point and subject to agreement of all Alliance Members.



1.1.5. Any Contracting Authority as named in the Contract Notice may access the Framework to “call-off” services during the term of the overall Framework.

## 1.2. Purpose

1.2.1. The purpose of the Framework Brief is to provide Framework Operators and those Authorities accessing the Framework with information relating to the scope of works and services that can be undertaken through the Framework.

1.2.2. This document sets out the full scope of works and services for both the “AGPP”, and the “Consultants” as follows:-

- AGPP Scope of Works/Services (see [2. AGPP Scope of Works/Services](#))
- FMC Scope of Service (see [3. FMC Scope of Services](#))
- DC Scope of Service (see [4. DC Scope of Services](#))
- STC Scope of Service (see [5. STC Scope of Services](#))

1.2.3. The AGPP will be awarded work under the **Competitive Award Procedure** on the basis that this is a “Multiple Provider” framework. Works will be “called-off” in accordance with **Part 2: Competitive Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.

1.2.4. Under certain circumstances, the AGPP will be awarded work under the **Direct Award Procedure**. Works will be “called-off” in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.

1.2.5. The Consultant (FMC/DC/STC) will be awarded work under the **Direct Award Procedure**, framework in accordance with **Part 1: Direct Award Procedure, Schedule 4: Award Procedures** of the Framework Agreement.

1.2.6. The following sections describe the scope of works and services for the AGPP, the FMC, the DC and the STC.

## 1.3. Background to the AGP Framework 2024-28

1.3.1. This Framework is intended to meet the Authority's overall vision for greater participation in sport.

1.3.2. The majority of AGPs in the UK are constructed by or with the support of the Football Foundation (FF), Football Association (FA), Rugby Football Union (RFU), England Hockey (EH), and/or Sport England (SE). With the high level of demand for such



facilities, the FF / FA/ RFU/ EH and SE have collaborated to develop an integrated multi-party framework to deliver AGP pitches.

- 1.3.3. An independent review of the existing arrangements has been undertaken to determine the most appropriate strategy to procure the next iteration of the Framework. The AGP Framework 2024-28 will be the fourth iteration of the Framework.
- 1.3.4. Key assessment criteria of the Framework are to primarily: maintain the **quality** of the pitches, promote **innovation** and obtain **best value**.
- 1.3.5. The Framework will provide the ability for suppliers to be proactive with initiatives which will benefit the Framework, particularly around delivering social value.
- 1.3.6. The total funding requirement to deliver the overall programme is in the region of **£340m**. Funding is anticipated to be mainly from FF although other funding streams may be available from local non-traditional funding and third-party partners.
- 1.3.7. The Authority's funding requirements are subject to continual review. Therefore, there is no guarantee of work through the framework and the successful Framework Operators will have no claim for loss of profit arising from the Authority's reduced funding over the life of the framework.

#### 1.4. Procurement Route (Single Stage Design & Build)

- 1.4.1. The Authority's method of procurement is "Single Stage Design & Build" as further described at **Schedule 4 – Award Procedures**.
- 1.4.2. The AGPP will enter into a Building Contract at the end of **RIBA Plan of Work Stage 4: Technical Design**.
- 1.4.3. The AGPP will assume design responsibility from end of **RIBA Plan of Work Stage 4a: Technical Design** to **RIBA Plan of Work Stage 4b: Technical Design**. The AGPP will develop the designs through this stage and present their final "Contractor's Proposals" to the Authority. In essence, the designs are largely complete at Stage 4a and the role of the AGPP is to satisfy itself that the design is "fit for purpose". More specifically, the design role at Stage 4b can be broadly summarised as follows:-

- a) Checking designs for "Buildability" and making necessary changes to ensure that they are "construction ready";



- b) Dealing with any outstanding planning conditions which may mean further design, provision of material information and the like;
- c) Finalising designs in connection with making application for building regulations approval;
- d) If any value engineering is undertaken, then preparing amended drawings to reflect final agreed designs.

1.4.4. The exact scope of services at Stage 4a and 4b are set out **Appendix 8C – Design Consultant Services**. The AGPP is only required to undertake design services from RIBA Plan of Work Stage 4b: Technical Design to RIBA Plan of Work Stage 7: In Use.

1.4.5. Further details relating to the “Call-Off Contracts” for both the AGPP and Consultants can be found at:-

- AGPP Call-Off Contract at [2.3 Form of Call-Off Contract](#);
- FMC Call-Off Contract at [3.3 Form of Call-Off Contract](#);
- DC Call-Off Contract at [4.3 Form of Call-Off Contract](#);
- STC Call-Off Contract at [5.3 Form of Call-Off Contract](#).

1.4.6. The model forms of Call-Off Contract can be found at **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract**.



## 2. AGPP Scope of Works/Services

### 2.1. Project Scope of Services

- 2.1.1. The AGPP will be required to undertake “Project” and “Framework” duties. “Project” duties are further described at **Appendix 8A – AGPP Scope of Works/Services**. “Framework” duties are further described at [6. Alliance Activities](#).
- 2.1.2. The AGPP should also refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the FAC-1 which provides the detailed specifications in relation to the works to be delivered through the Framework.
- 2.1.3. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each mini-competition shall set out the specific duties required of the AGPP, specific for each project.
- 2.1.4. The full scope of services required by the Authority for the role of the AGPP is set out at **Appendix 8A – AGPP Scope of Works/Services**.
- 2.1.5. In addition, the AGPP is required to undertake design services from RIBA Plan of Works: Stage 4b: Technical Design to Stage 7: In Use. These services are set out at **Appendix 8C – Design Consultant Scope of Services**.
- 2.1.6. The AGPP should refer to **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Agreement which provides the Authority's standard specification of works in relation to the delivery of AGP pitches to be delivered through the Framework.

### 2.2. Specification of Works

- 2.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGPP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer's Requirements** of the Framework Alliance Contract.
- 2.2.2. The specifications provide a “template” for use under each project “called-off” under the Framework. Each project “called-off” under the Framework will involve the issue of “Employer's Requirements” specific to each project and will form the basis for how the AGPP shall respond to the tender opportunity.



- 2.2.3. The Alliance Team Members (The Client, the AGPP and the Consultants) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.
- 2.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.
- 2.2.5. The AGPP will be provided with documentation based on this template documentation when a call-off competition is undertaken.

### 2.3. Form of Call-Off Contract

- 2.3.1. The AGPP will enter into a Building Contract at the end of RIBA Stage 4: Technical Design, following a “Competitive Award” procedure and acceptance of the “Contractor’s Proposals”, following a short period of “Design Development”. See **Schedule 5: Template Project Documents, Part 1: Call-Off Contracts of Volume 2 – The Framework Alliance Contract.**
- 2.3.2. The conditions of contract relating to the “Call-Off” Contract to be used is provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.
- 2.3.3. Further information relating to award procedures are provided at **Schedule 4: Award Procedures.**



### 3. FMC Scope of Services

#### 3.1. Project Scope of Services

- 3.1.1. The FMC will be required to undertake “Project” and “Framework” duties. The detailed “Project Duties” are set out in this section. “Framework” duties are further described at [6. Alliance Activities](#).
- 3.1.2. The detailed “Project Duties” are further described at **Appendix 8B – FMC Scope of Services**. The FMC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the AGP pitches to be delivered through the Framework.
- 3.1.3. The full scope of services required by the Authority for the role of the FMC is set out at **Appendix 8B – FMC Scope of Services**.
- 3.1.4. The FMC is required to undertake the role of Employer’s Agent, including also the role of Cost Consultant, Principal Designer and CDM Adviser for all RIBA Plan of Work Stages.
- 3.1.5. The FMC should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the AGP Programme for projects to be delivered through the Framework.
- 3.1.6. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the FMC.
- 3.1.7. Whilst the exact scope of works will vary depending on the nature of the individual project requirements, a typical project would include the design, supply and construction of AGP pitches.

#### 3.2. Specification of Works

- 3.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGPP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.
- 3.2.2. The specifications provide a “template” for use under each competitive award procedure under the Framework. Each award procedure will involve the issue of





“Employer’s Requirements” specific to each project and will form the basis for how the AGPP shall respond to the tender opportunity.

- 3.2.3. The Alliance Team Members (The Client, AGPP and Consultants) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.
- 3.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.
- 3.2.5. The AGPP will be provided with documentation based on this template documentation when a call-off contract is undertaken.

### 3.3. Form of Call-Off Contract

- 3.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project “called-off” under the Framework. The form of call-off contract is a bespoke “Professional Appointment”.
- 3.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under a Direct Award Procedure.
- 3.3.3. The conditions of contract relating to the “Call-Off” Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.
- 3.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.



## 4. DC Scope of Services

### 4.1. Project Scope of Services

- 4.1.1. The DC will be required to undertake “Project” and “Framework” duties. The detailed “Project Duties” are set out in this section. “Framework” duties are further described at [6. Alliance Activities](#).
- 4.1.2. The detailed “Project Duties” are further described at **Appendix 8C – DC Scope of Services**. The DC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the AGP pitches to be delivered through the Framework.
- 4.1.3. The full scope of services required by the Authority for the role of the DC is set out at **Appendix 8C – DC Scope of Services**.
- 4.1.4. The DC is required to undertake the role of Lead Designer, comprising of Architect, Structural Engineer, Building Services Engineer for all RIBA Plan of Work Stages up to RIBA Plan of Work Stage 4b: Technical Design. Thereafter, the Contractor (AGPP) will take on design responsibility in accordance with the contract, JCT DB16.
- 4.1.5. The DC should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the AGP Programme for projects to be delivered through the Framework.
- 4.1.6. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the DC.
- 4.1.7. Whilst the exact scope of works will vary depending on the nature of the individual project requirements, a typical project would include the design, supply and construction of AGP pitches.

### 4.2. Specification of Works

- 4.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGPP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.



- 4.2.2. The specifications provide a “template” for use under each competitive award procedure under the Framework. Each award procedure will involve the issue of “Employer’s Requirements” specific to each project and will form the basis for how the AGPP shall respond to the tender opportunity.
- 4.2.3. The Alliance Team Members (The Client, AGPP and Consultants) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.
- 4.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.
- 4.2.5. The AGPP will be provided with documentation based on this template documentation when a call-off contract is undertaken.

#### 4.3. Form of Call-Off Contract

- 4.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project “called-off” under the Framework. The form of call-off contract is a bespoke “Professional Appointment”.
- 4.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under a Direct Award Procedure.
- 4.3.3. The conditions of contract relating to the “Call-Off” Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.
- 4.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.



## 5. STC Scope of Services

### 5.1. Project Scope of Services

- 5.1.1. The STC will be required to undertake “Project” and “Framework” duties. The detailed “Project Duties” are set out in this section. “Framework” duties are further described at [6. Alliance Activities](#).
- 5.1.2. The detailed “Project Duties” are further described at **Appendix 8D – STC Scope of Services**. The STC should also refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the FAC-1 which provides the detailed specifications in relation to the AGP pitches to be delivered through the Framework.
- 5.1.3. The full scope of services required by the Authority for the role of the STC is set out at **Appendix 8D – STC Scope of Services**.
- 5.1.4. The STC is required to undertake specialist testing and key stage inspections during the construction stage and following completion (RIBA Plan of Work Stage 5: Manufacturing & Construction to Stage 7: In Use.)
- 5.1.5. The STC should refer to **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Agreement which provides the Authority’s standard specification of works in relation to the AGP Programme for projects to be delivered through the Framework.
- 5.1.6. The Project Brief (see **Schedule 5 – Template Documents, Part 3 – Project Brief**) for each award procedure shall set out the specific duties required of the STC.
- 5.1.7. Whilst the exact scope of works will vary depending on the nature of the individual project requirements, a typical project would include the design, supply and construction of AGP pitches.

### 5.2. Specification of Works

- 5.2.1. Template specifications and drawings relating to the works and services to be undertaken by the AGPP under the Framework are provided at **Schedule 5 – Template Documents, Part 2 – Employer’s Requirements** of the Framework Alliance Contract.
- 5.2.2. The specifications provide a “template” for use under each competitive award procedure under the Framework. Each award procedure will involve the issue of



“Employer’s Requirements” specific to each project and will form the basis for how the AGPP shall respond to the tender opportunity.

- 5.2.3. The Alliance Team Members (The Client, AGPP and Consultants) will be expected to work collaboratively in updating and improving, where appropriate, the standard documentation, based on best practice, experience and value engineering exercises undertaken throughout the life of the Framework.
- 5.2.4. The Pricing Schedule provides a detailed cost build-up for the Tenderer to complete in relation to works items, preliminary costs, additional items and a final summary.
- 5.2.5. The AGPP will be provided with documentation based on this template documentation when a call-off contract is undertaken.

### 5.3. Form of Call-Off Contract

- 5.3.1. The Consultant will enter into a call-off Contract, (see **Schedule 5 – Template Documents, Part 1 – Call-Off Contracts**) on each and every Project “called-off” under the Framework. The form of call-off contract is a bespoke “Professional Appointment”.
- 5.3.2. The Authority will award work in accordance with **Schedule 4 – Award Procedures** under a Direct Award Procedure.
- 5.3.3. The conditions of contract relating to the “Call-Off” Contract to be used are provided at **Schedule 5: Template Project Documents, Part 1 – Call-Off Contracts** of the Framework Alliance Contract.
- 5.3.4. Further information relating to award procedures are provided at **Schedule 4: Award Procedures**.



## 6. Alliance Activities

### 6.1. Introduction

- 6.1.1. In addition to project specific duties, as defined in each “call-off” project, all Alliance Members (The Client, AGPP and Consultants) will be expected to fully participate in the Framework and to work collaboratively to “...create a relationship which promotes a culture of mutual trust, co-operation and confidence in the delivery of Projects”.
- 6.1.2. To this end, the form of Framework Agreement is the Framework Alliance Contract (FAC-1), published by the Association of Consultant Architects (ACA) and is provided at **Volume 2 – The Framework Alliance Contract**.
- 6.1.3. In particular, Alliance Members are referred to **Clause 6: Alliance Activities, Supply Chain Collaboration & Timetable** of FAC-1.

### 6.2. Framework Duties

- 6.2.1. Typically, Alliance Members will be expected to participate in the following activities:-
- Attendance at framework co-ordination and development meetings;
  - Participation at seminars and workshops;
  - Participation in regular meetings with other Alliance Members (AGPPs and Consultants) and the Client to share best practice in relation to project delivery at not more than six monthly intervals throughout the duration of the framework;
  - Participation in best practice, benchmarking, risk management, best value and supply chain exercises;
  - Contribute to research and development opportunities to improve the quality and lifespan of AGP pitches delivered under the Framework;
  - Develop common supply chains for components and services in connection with the delivery of the AGP Programme, intended to improve quality and value;
  - Collaborative exercises to deliver social value (see [6.3 Social Value](#)).
- 6.2.2. These activities will be an integral element of Alliance Members’ participation in the Framework and any associated costs will be considered to be included within the costs reimbursed to Alliance Members through individual project called off under the Framework.



### 6.3. Social Value

- 6.3.1. FF is committed to delivering social value through the AGP Framework. All Alliance Members on the framework will be expected to contribute to social value.
- 6.3.2. Some social value will be directed to the communities in which projects are delivered, whilst other social value will work across the framework.
- 6.3.3. Alliance Members will be expected to contribute as follows:-

**Project Level Social Value** – Each AGGP shall contribute 1% of the cost of the project to a social value “pot” to be used to invest in a community project or initiative in the community in which the project is delivered. This will represent 1% of the Contract Sum, so if the project is £1m in value, then the SV contribution will be £10k. This contribution does not apply to the Consultants. The AGPP will be expected to work with the Applicant Authority and the Client to determine what community project/initiative is appropriate for investment;

**Other Social Value** – In addition, each Alliance Member (including Consultants) shall undertake SV initiatives as set out in their response to the tender documentation and as included in the FAC-1 at **Schedule 9 – Framework Proposals**.

- 6.3.4. Each Alliance Member will be monitored against their proposals and any Alliance Member failing to meet their SV promises will be required to set out how they will rectify any shortcoming.

### 6.4. Alliance Activities

- 6.4.1. The Alliance Members shall work collaboratively and define specific “Alliance Activities” to be delivered through the Framework, in accordance with the Timetable (see **Schedule 2: Timetable** of FAC-1).
- 6.4.2. The Timetable will be monitored by the Alliance Manager throughout the Framework.



## 7. Framework Management

### 7.1. Introduction

- 7.1.1. Delivering a huge programme of work, requires a lot of resource and management. FF has assembled a team to deliver the overall programme which comprises of in-house officers and external support from consultants, who will be party to the FAC-1.
- 7.1.2. To support the delivery of the programme, FF will be appointing an Alliance Manager, who has specific duties under FAC-1.

### 7.2. Framework Fee

- 7.2.1. As set out at clause 8.12 of the FAC-1, all AGPPs are required to pay an annual fee, in the sum set out in the Contract and adjusted annually in accordance with the relevant clause.
- 7.2.2. The framework fee is used to fund the appointment of the Alliance Manager throughout the duration of the Framework.
- 7.2.3. Please note that the framework fee does not apply to Consultants.

### 7.3. Framework Process

- 7.3.1. FF has set out its overall process for delivering an AGP pitch. This comprises of all stages from “Project Viability” to “Post Completion” (monitoring of defects 12 months following completion).
- 7.3.2. The detailed process is set out at **Appendix 8E – Detailed End-to-End Process**.
- 7.3.3. This process should be read in conjunction with the scope of works/services for the AGGP and Consultants, as set out in this schedule.

### 7.4. Dispute Avoidance and Resolution

- 7.4.1. FAC-1 sets out the methods of problem solving and dispute resolution at Clause 15.
- 7.4.2. To assist, Alliance Members are provided with a “Problem Solving Hierarchy”, at **Appendix 8G – Problem Solving Hierarchy**. Alliance Members should follow this stepped process in resolving a dispute.
- 7.4.3. Alliance Members should note that the procedures for dispute resolution that sit within FAC-1 are also mirrored in the project call-off contract, JCT DB16.





7.4.4. At the first sign of a dispute at either framework or project level, the Alliance Member shall follow this process to resolve the dispute.

## 7.5. The Independent Adviser

7.5.1. The Independent Adviser (IA) is named in FAC-1 at Clause 3.3. The role of the of IA is “*..to provide impartial and constructive advice and support to the Core Group*”. The IA is referred to in the **Problem Solving Hierarchy** and should be utilised early on in any potential dispute that may escalate.

7.5.2. Further, any party seeking advice or support during the framework, may refer to the IA. Each party is responsible for its own costs in seeking support and advice from the IA. In the event of a dispute between two parties, the cost of the IA shall be split equally.

## Appendix 8A

AGPP Scope of Works/Services



## Appendix 8A

### AGP Provider (AGPP) Scope of Works/Services

#### For Single Stage Design & Build

##### Pre Contract Scope of Services (RIBA Stage 4b: Technical Design)

The AGPP will be required to undertake the following:-

1. Prepare “Contractor’s Proposals” based on the Employer’s Requirements from Stage 4a: Technical Design to Stage 4b: Technical Design. Services to be in accordance with the design services set out at **Appendix 8A – Design Consultant Scope of Services**;
2. Undertake further “Design Development” to ensure the “Contractor’s Proposals” are fit for purpose;
3. Satisfy any planning conditions;
4. Finalise any design and obtain costings in relation to any provisional sums;
5. Attend and contribute to Design Team meetings;
6. Attend and participate in value engineering workshops;
7. Attend and participate in risk management workshops;

##### Post Contract Scope of Services (RIBA Stages 5-7)

The AGPP will be required to undertake the following:-

1. Undertake further technical design as required, based on incomplete technical design at the end of Stage 4: Technical Design;
2. Perform the role of Principal Contractor under the CDM Regulations 2015;
3. Submit statutory notices in respect of building regulations approvals;
4. Provide information to the planning authority in respect of the discharge of any planning conditions set out in the initial planning permission documentation. N.B. The Employer’s Requirements will provide the planning consents and any conditions to discharge;
5. Attend meetings called by the Employer’s Agent in accordance with the Employer’s Requirements;
6. Execute the “Works” in accordance with the Employers’ Requirements and Contractor’s Proposals and in particular:
  - a. Preparation & installation of AGP pitch, to meet Employer’s Requirements;
  - b. Design, supply and installation of perimeter fencing;



- c. Design, supply and installation of sports equipment and site furniture (goalposts, nets etc);
  - d. Design, supply and installation of floodlighting;
  - e. Design, supply and installation of hard landscaping areas;
  - f. Design, supply and execution of all other ancillary works.
7. Undertake post completion monitoring of the facility and address any defects during the defects liability period;
8. Provide copies of all operation manuals and other such information for the Health and Safety file in accordance with the CDM Regulations 2015;
9. Prepare and submit for approval the final account;
10. Attend and participate in any post completion reviews.

## Appendix 8B

FMC Scope of Services



## Appendix 8B

### FMC Scope of Services

#### For Single Stage Design & Build

##### Pre Contract Scope of Services (RIBA Stages 0-4)

The FMC will be required to undertake the following:-

1. Prepare the “Employer’s Requirements” based on the Template Project Documents contained at **Schedule 5: Project Template Documents**;
2. Manage tender activity for the appointment of the AGPP to undertake the works. This will require checking the tender rates from the AGPP against their tendered framework rates in the case of “Direct Award” and conducting a tender exercise in the case of the use of the “Competitive Award” procedure.
3. Analyse tenders and prepare a tender report and recommendation and issue to the Authority.
4. Check “Contractors Proposals” and designs against the “Employer’s Requirements”, during the design development stage (RIBA Stage 4b: Technical Design);
5. Organise pre-contract meeting;
6. Perform the role of CDM Adviser and Principal Designer under the CDM Regulations 2015

##### Post Contract Scope of Services (RIBA Stages 5-7)

1. Act in the role of Employer’s Agent during the construction stage through to project completion in undertaking monthly valuations, progress meetings and monitoring the progress of the works and handover under the Building Contract;
2. Perform the role of CDM Adviser under the CDM Regulations 2015;
3. Perform the role of Principal Designer under the CDM Regulations 2015;
4. Review any further designs submitted by the AGPP during the construction stage;
5. Agree the Final Account with the AGPP and certify any outstanding payments;
6. Undertake post completion activities including managing defects, reviewing lessons learned and certifying the end of defects period;
7. Attend and participate in any post completion reviews.



## e-tender portal

In addition to the general scope of services, the FMC is required to host an electronic tender portal to facilitate the electronic tendering during the competitive award process. The system must meet the following criteria:-

- Ability to exchange information via a safe and secure environment;
- Ability to send and receive messages during a tender process;
- Security provisions around tender opening procedures and different levels of user controls;

The FMC is deemed to have included for all costs associated with the provision of the e-tender portal within their fees, including but notwithstanding the following:-

- All licenses
- Ongoing charges
- Support from the e-tendering provider
- Provision for complete access by the Client and any Additional Client as required in connection with specific tender activity



## Schedule 8: Framework Brief

### Appendix 8B.2 FMC Services



# Scope of Services

## Appendix 8B.2 FMC Services

Service: Employer's Agent



Ref	Scope of Service
<b>1.0</b>	<b>General Services</b>
1.1	To attend meetings as required at the Employer's offices, or any other reasonable location.
1.2	Take minutes of all meetings attended and produce and issue minutes within five working days of meeting.
1.3	To attend meetings with resident groups or consultation events, which may fall outside of normal working hours, as required.
1.4	Advise the Employer on project risks of a construction or technical nature, including the identification, assessment of likelihood, impact and mitigation measures for such risks.
1.5	To consult with and pass information to the Principal Designer at all necessary stages.
1.6	<p>The Consultant shall ensure that the design team comply with the following requirements:</p> <ol style="list-style-type: none"> <li>1. The Employer's current standard Design Brief and contract procedure requirements.</li> <li>2. The Employer's Requirements</li> <li>3. The site specific brief</li> <li>4. Briefing requirements that will emerge through discussions.</li> <li>5. Statutory and local authority requirements.</li> <li>6. CDM Regulations 2015.</li> </ol> <p>Where such requirements are superceded or updated, the Employers Agent is required to ensure that the design team comply with all such changes.</p>
1.7	Assist with the submission of documentation to funding bodies and any other third parties who have an interest in the project.
1.8	Establish and maintain project management procedures, hierarchy of responsibility and lines of communication for the exchange of information between the Employer and respective consultants, contractors and sub-contractors, and others concerned in the project, and ensure that they work closely as a team.
1.9	Manage the Change Control Procedures and monitor design development against the Project Budget. Ensure that any difficulties are rectified and the approved cost limit is maintained.
<b>2.0</b>	<b>RIBA Stage 0 - Strategic Definition</b>
2.1	Collate comments and facilitate workshops to discuss Business Case and develop Strategic Brief with project team members.
2.2	Discuss initial considerations for assembling the project team.
2.3	Establish Project Programme.
2.4	Collate feedback from previous projects.
<b>3.0</b>	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	Receive an initial brief from the Employer and assist in identifying the Employer's requirements, possible design options, timetable and expenditure limits.

Ref	Scope of Service
3.2	Provide building cost information on each design option to enable the Employer to prepare its financial assessment and feasibility studies. Update this information as required. Within this, highlight base cost (£/sqm) assumptions, abnormal items, allowances for design fees, statutory fees and contingencies for approval by the Employer. The Employer will advise on the required format for such cost advice.
3.3	Visit the site, carry out initial inspections and advise the Employer of any concerns, or requirements for further expert advice
3.4	Prepare feasibility estimates based upon unit cost or m <sup>2</sup> basis (separating works costs from on-costs and expressed by gross and net m <sup>2</sup> ) following completion of feasibility drawings prepared by the Architect. Prepare analytical estimates to an accepted tolerance of 10%. Update estimate following allocation on instruction from the Employer. Inform Employer of any variation to scheme costs throughout the Project.
3.5	Prepare an outline timetable for completion of the Services to be incorporated in a feasibility report.
3.6	Advise on and assist with the production of the project brief as this evolves throughout the project.
3.7	Undertake a preliminary technical appraisal of the project sufficient to enable the Employer to decide in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement strategy advice and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and Practical Completion, for approval by the Employer.
3.10	Assist as required with the submission of documentation and coordination of responses to third parties who have an interest in the project.
3.11	Advise the Employer on the cost of the project, including the cost of alternative design and construction options. the Employer will advise on the required format for such cost advice.
3.12	Take a lead role in monitoring that the scheme is designed to budget cost
3.13	Provide all necessary reasonable assistance to the Employer and the Employer's legal representatives, where relevant, in securing the acquisition of the site and any related agreements.
3.14	Assess the need to take action to protect the interests of the Employer in respect of neighbouring properties and make recommendations accordingly to the Employer.
3.15	Bring any items that require the issue of a Party Wall notice under the Party Wall etc Act 1996 and provide professional advice and assistance to ensure that notices are served as required
3.16	Prepare a risk register in accordance with the Employer's procedures and be responsible for updating the register throughout the project.
3.17	Provide a preliminary cost plan for the project in sufficient detail to assist the other members of the project team to develop their design within the overall cost limit approved by the Employer.
3.18	Undertake value management exercises
3.19	Prepare a cashflow forecast for the purpose of project programming
3.20	Confirm the final brief with the Employer which shall include a detailed programme for completion of the Project and an agreed cost limit.
3.23	Obtain the Employer's approval to proceed to Stage 2.
4.0	<b>RIBA Stage 2 - Concept Design</b>
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline programmes for the Project

Ref	Scope of Service
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, including any input into reports and other documentation provided by the Lead Designer.
<b>5.0</b>	<b>RIBA Stage 3 - Developed Design</b>
5.1	Provide advice on implications of all matters affecting the site/property design, use, cost and programme. To include for example, existing services and utility locations and availability, rights of way, rights of light, access, boundaries, tree condition and preservation orders, party wall/structure requirements, contamination, archaeology, security and safety.
5.2	Ensure that a cost plan is prepared for the project based on the approved cost limit and ensure that copies of the cost plan are given to all Consultants and that they confirm their agreement to the content applying to their own discipline.
5.3	Accompany tendering Contractors or sub-contractors or the representative of the Employer to the site of any works being undertaken in connection with this Appointment.
5.4	In co-operation with the other members of the Project Team prepare a detailed programme for the production of design information leading up to obtaining tenders for the Works and obtain the Consultants commitment to that programme in writing.
5.5	Liaise with engineer to provide a condition report of any existing drains that will be retained and used.
5.6	Establish rigorous management procedures to monitor the production of design information produced by the members of the Project Team in order that any shortcomings are immediately highlighted and rectified and continue to implement the monitoring procedure until completion of the Project. Where difficulties are encountered which cannot be satisfactorily resolved, inform the Employer of those difficulties and make recommendations.
5.7	Co-ordinate the collection of documents from the other members of the Project Team to enable the Employer to enter into Contract and ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Employer.
5.8	Ensure that all drawings, specifications, schedules, bills of quantities or other documents necessary for the obtaining of tenders are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.9	Provide the Employer with technical advice and support.
5.10	Assist in completion of forms and submissions relating to any necessary approvals and consents.
5.11	Advise on contract procurement and selection of appropriate Building Contract.
5.12	Assess the feasibility of the Employer's standard Employer's Requirements documents; review with the Employer alternative design, tender and construction approaches and their cost implications.
5.13	Advise the Employer on demolition, strip-out, site investigation and enabling works required, along with associated costs.
5.14	Advise and assist the Employer in arranging specialist surveys and investigations as required, including advice on potential providers and appropriate procurement approaches.
5.15	Provide an updated cost plan as the project develops and confirm the final cost estimate prior to submission of the planning application.

Ref	Scope of Service
5.16	<p>Carry out:</p> <ul style="list-style-type: none"> <li>a. An analysis of compliance with the project brief, highlighting any discrepancies between the project brief generally and the preferred design option, to be updated as the design progresses.</li> <li>b. A specific analysis of compliance with any funder's requirements.</li> <li>c. A whole life costing assessment, at key stages in the design and development process, in a format to be agreed with the Employer.</li> <li>d. A report in writing summarising the above, submitted to the Employer by the agreed date and to be updated as the project progresses.</li> </ul>
5.17	Coordinate a viability study, Energy Strategy, development brief and Design and Access statement (where appropriate) with the Architect, for the scheme proposals as required by the planning authority.
5.18	In conjunction with the Employer's appointed architect (or the developer's architect as appropriate), agree with the Employer any changes required to the Employer's project brief in the light of the circumstances of the scheme.
5.19	Liaise with the Architect to ensure that Employer's Requirements are achieved.
5.20	Agree materials and construction specifications with the Consultants for incorporation into the Employers Requirements and keep the Employer fully informed.
5.21	Advise on the requirement of any statutory notices.
5.22	<p>If required at this stage by the Employer, procure demolition, strip-out and enabling works required. To include:</p> <ul style="list-style-type: none"> <li>a. Provision of advice on form of contract;</li> <li>b. Liaison with specialist consultants;</li> <li>c. Advise on cost efficiency savings in design at an early stage</li> <li>d. Advise on material choice substitutes to achieve value for money savings</li> <li>e. Preparation of specification and tender documentation;</li> <li>f. Tender the works to the shortlisted contractors;</li> <li>g. Production of tender report for the Employer's review;</li> <li>h. Preparation of contracts;</li> <li>i. Diligent administration and management of the contract;</li> <li>j. Preparation of a statement of final account for the Employer's review.</li> </ul>
5.23	Advise on the cost of the architect's and other consultants' design proposals, including, but not limited to, effects of site usage, shape of buildings and alternative forms of design and construction.
5.24	Through the design development stages, maintain a list of items that must be included in the Employer's Requirements, from the land title, any covenants, restrictions or obligations and from the planning (including section agreements) and other consents obtained to permit the development.
5.25	Establish and chair regular meetings with the other members of the Project Team and others in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies. Circulate minutes of the meetings to the Employer and to the members of the Project Team. The minutes shall record the action taken to rectify any deficiencies and shall indicate who is to be responsible for taking that action.
5.26	<p>Advise the Employer on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Bonds;</li> <li>b. Parent company guarantees;</li> <li>c. Insurances;</li> <li>d. Collateral warranties;</li> <li>e. Appropriate level of retention.</li> </ul>
5.27	Obtain the Employer's approval to proceed to Stage 4.
<b>6.0</b>	<b>RIBA Stage 4 - Technical Design</b>
6.1	Advise and provide recommendations on tendering and contractual procurement options.
6.2	Advise on the cost, buildability and deliverability of the architect's and other consultants' design proposals for RIBA Stage 3. Provide further cost estimates as required.

Ref	Scope of Service
6.3	Advise and assist in the selection of prospective contractors including making enquiries and recommending suitable contractors for inclusion on a tender list taking into account the nature of the project and their experience, resources and references obtained. Interview prospective contractors and report thereon.
6.4	Advise the Employer as to the preferred form of contract to be used, prepare all necessary documentation and any other information in this respect.
6.5	Comment on proposed amendments to the form of contract that are appropriate given the circumstances of the scheme.
6.6	If required at this stage by the Employer, procure demolition, strip-out and enabling works required. To include: a. Liaison with specialist consultants; b. Provision of advice on form of contract; c. Preparation of specification and tender documentation; d. Tender the works to the shortlisted contractors; e. Production of tender report for the Employer's review; f. Preparation of contracts; g. Diligent administration and management of the contract; h. Preparation of a statement of final account for the Employer's review.
6.7	Prepare tender documents and issue tender invitations, in accordance with the Employer's Framework requirements and standing orders, JCT practice notes and other standard contract form guidance notes.
6.8	Tender documents are to comprise: a. Employer's Requirements (which will either be written by the Employer's Agent or amended from the Employer's standard Employer's Requirements at the sole discretion of the Employer) b. Contract amendments c. Tender drawings and designers' risk assessments d. Form of tender e. Instructions for tendering f. Schedules and other necessary documents and materials. Sufficient detail is to be provided to enable a prospective contractor to prepare and submit a compliant tender.
6.9	Advise the Employer of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and make recommendations to address these.
6.10	Advise the Employer of any requests received from tendering contractors for further information or an extension to the tender period along with recommendations on any such requests.
6.11	Ensure any tender clarifications and responses to queries are circulated to tendering contractors and the Employer as appropriate.
6.12	Attend and supervise tender openings, as required by the Employer.
6.13	Undertake a detailed arithmetical and technical check of tenders received and ensure that any errors are resolved in accordance with the Employer's procedure.
6.14	Review and comment formally against the Employer's Requirements and project brief on any alternative proposals put forward by the contractor/developer. Where Contractor's Proposals conflict with the Employer's Requirements, make recommendations to the Employer to resolve all conflicts

Ref	Scope of Service
6.15	<p>Prepare a formal report for the Employer on the tenders received, including, but not limited to the following, unless specifically stipulated by the Employer:</p> <ul style="list-style-type: none"> <li>a. Comment on compliance with JCT Practice Note 6 – Main Contract Tendering;</li> <li>b. Comment on any lack of tender responses;</li> <li>c. Confirmation that the tender results demonstrate genuine competition between those tendering;</li> <li>d. Pricing analysis and value for money statement;</li> <li>e. Identification of the tender recommended for acceptance;</li> <li>f. Whether the recommended tender offers value for money, including a full analysis of the tendered sum, cash flow projections, payment requirements and a breakdown between works costs and on-costs, including an estimate of any costs that do not qualify for grant funding. Works cost to additionally be broken down per unit and per square metre by GIFA and GEA;</li> <li>g. Identification of any areas of risk;</li> <li>h. A reconciliation between the tender sum and earlier estimates of costs;</li> <li>i. Advice on the acceptability of any provisional sums and any action to be taken in respect of such sums;</li> <li>j. A summary of compliance with the Employer's Requirements and the project brief, highlighting any discrepancies between these and the tendered proposals;</li> <li>k. A summary of compliance with any funder's or sponsor's requirements;</li> <li>l. An appraisal of the proposed contractor's suitability;</li> <li>m. If there is no recommendation, comment on reasons for this and advise on further options.</li> </ul>
6.16	Following instructions from the Employer, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Employer, if necessary.
6.17	Obtain the Employer's decision regarding the acceptance of a tender or tenders and implement the Employer's instructions.
6.18	Arrange for preparation of and advise on a detailed construction and cost programme by the proposed contractor. All key milestones to be included in the detailed programme - including start and completion of each construction stage in each block or phase, deadlines for Employer choices and samples confirmation, show flat / sales suite completion, standard setting, snagging, desnagging, phasing of handovers and any other specific dates or timescale referenced in the Employer's Requirements.
6.19	In conjunction with the Employer, negotiate with the contractor/developer for the approved scheme.
6.20	Assist the Employer in getting the contractor to sign up to the Considerate Constructors Scheme and local labour or construction training initiatives, where required.
6.21	Discuss options with the Employer prior to works commencing, including amending the contract to allow the withholding of any payments to sub contractors/consultants where a collateral warranty is required, but is not yet in place.
6.22	Advise whether a sufficient amount of professional indemnity insurance cover is being offered by the consultants and sub contractors concerned. Obtain details and provide those to the Employer.
6.23	Convene and chair tender interviews/meetings and pre-contract meetings and minute all decisions and discussions.
6.24	Arrange for unsuccessful tenderers to be notified.
6.25	Assist in the preparation of the Pre-Contract Information.
6.26	Issue required notices to and liaise with the Health and Safety Executive as required.
6.27	Ensure that all parties co-operate in respect of health and safety matters and the CDM Regulations.
6.28	Review contract documentation including the Health and Safety Plan to achieve compliance with the CDM Regulations.
6.29	Assist Employer on the competence and resources of the tenderers/contractors to comply with the CDM Regulations.
6.30	Assess contractors' proposals and advise the Employer in respect of health and safety Regulations compliance including the contractor's development of the Health and Safety Plan. Ensure that the Plan is in place.

Ref	Scope of Service
6.31	Advise Employer on the appointment of the Principal Contractor.
6.32	Ensure Pre Construction Health and Safety Plan is sufficiently developed before construction phase commences. Inform Employer when the Plan has been adequately developed to allow works to commence on site, including welfare provision.
6.33	Include a requirement in the specification for the contractor to provide all drawings necessary, in both paper and electronic format, for conveyancing of the properties, in accordance with the requirements outlined in the Employer's design brief, and pro-actively chase to ensure that they are provided in accordance with the Employers instructions.
6.34	As soon as adequate information is available complete the Employer's Design Brief compliance check, highlighting areas of non-compliance.
6.35	Assist in the preparation of documentation for submission to appropriate funding bodies.
6.36	Agree contractor's cash flow, stage payments and pricing schedule.
6.37	Undertake audit of drawings, checking compliance with regulatory standards, Design Brief compliance, Planning Conditions and section agreements.
6.38	For existing properties, instruct contractors in the contract documentation that utility supplies must be registered with the contractor for the contract period and all costs associated with connection, use and disconnection at the end of the contract are to be paid by the contractor. Record the meter readings at commencement and completion and forward details to the Employer at handover advising that supplies should now be either terminated or transferred to a new user.
6.39	Ensure that the Contractor obtains all necessary statutory approvals for the Project and that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Project.
6.40	Prepare Contract documentation and arrange for such documents to be executed by the parties.
6.41	Ensure that all necessary insurances requested by the Employer are in place prior to contract.
6.42	Obtain the Employer's approval to proceed to Stage 5.
<b>7.0</b>	<b>RIBA Stage 5 - Construction</b>
7.1	Administer the contract ensuring that the contractor complies with the contract terms.
7.2	Attend all meetings and be a principal member of the project team. Assist in developing the project in accordance with the Employer's procedures and complementary documentation.
7.3	Provide geotagged photos of the project at start on site stage.
7.4	Prepare and collate the contract documents for execution and supervise their completion by all parties to the contract. Ensure that the name of the contractor in the Building Contract corresponds exactly to the name on the Contractor's form of tender. Ensure that works do not start on site until the Building Contract has been executed by the Employer and the Contractor.
7.5	Be responsible for the safe custody of the contract documents if required.
7.6	Advise the Employer on the appointment of the Contractor and on the responsibilities of the Employer, Contractor and Employer's Agent under the terms of the Building Contract.
7.7	Ensure all collateral warranties are in order, complete and in place within 28 days of consultant/sub-contractor appointment by the Contractor.
7.8	Ensure all performance bonds and other insurances are in order, complete and in place prior to work commencing and confirm to the Employer that this has been done.
7.9	Obtain copies of insurance policies required by the Building Contract and provide copies of them to the Employer.
7.10	Check that the Contractor has entered into any parent company guarantee that may be required by the Employer prior to work commencing.

Ref	Scope of Service
7.11	Check that the contractor has registered for NHBC required warranty or other warranty approved by the Employer, prior to work commencing.
7.12	Act as the Employer's Agent under the Building Contract, administering the terms of the contract from commencement until the final account and final statement have been agreed with the contractor and the Certificate of Making Good Defects has been formally issued.
7.13	Ensure that the Contractor prepares and submits a written detailed monthly report at each progress meeting
7.14	Ensure that the contractor has obtained all necessary statutory approvals and licences and supply the Employer with copies of these. Work with the Principal Contractor and Principal Designer to prepare, review and update the Health and Safety File for delivery to the Employer at Practical Completion, ensuring that the file contains all necessary information as specified within the Employer's procedures.
7.15	Take reasonable steps to anticipate problems and take such actions that will resolve them to the best advantage of the project.
7.16	Ensure that rigorous quality management procedures are in place throughout the construction phase.
7.17	Arrange for any special inspections or tests necessary to ensure that proper and adequate standards of construction are maintained and that all Works are constructed in accordance with the contract documents.
7.18	Arrange and chair on the Employer's behalf, regular progress meetings with the Contractor, notifying the Employer of the date of such meetings in advance and issuing minutes to the Employer and the Contractor. Formal site meetings must be held not less frequently than at one month intervals.
7.19	Visit the site once a month (or more if required) to: a. Attend site meetings, including preparation of agendas, minute taking and issuing of minutes within five working days (including the handover meeting). b. Monitor the progress and quality of the works in compliance with contract documents. c. Ascertain generally that the terms and content of the contract are being complied with. d. Ascertain compliance with planning permissions, including section agreements.
7.20	Visit the site not less than fortnightly, and carry out inspections of the works in progress, ensuring that the works are executed in compliance with the Building Contract. Check on the Employer's behalf that the agreed specification and drawings are being complied with and built to the required quality, all in conjunction with the appointed site inspector:  In order to provide a written Report to the Employer advising upon: a. Progress. b. Defects. c. General comments regarding workmanship, materials and storage, site organisation, safety and labour on site. d. Record weather stoppages. e. Monitor and comment upon inspections by Building Control
7.21	Provide Checks of compliance of the works, and written reports in a format to be agreed with the Framework Representatives, to be carried out at the following stages:- • Formation / drainage • Sub-base • Engineered base (if necessary) • Shockpad (if necessary) • Carpet seaming • Carpet sanding • Carpet infilling • Fencing • Floodlighting • Completion (including all other ancillary items such as hard and soft landscaping, sports equipment etc.) • Maintenance



Ref	Scope of Service
7.22	Advise the Employer of all formal site meetings, snagging inspections, handovers, end of defects inspections and other inspections which may be necessary.
7.23	Monitor inspections by Building Control and other such bodies.
7.24	Check that the Contractor receives and/or complies with all Town Planning requirements (including timely discharge of planning conditions and section agreements obligations), Building Regulations and other consents and requirements. Report progress to the Employer accordingly.
7.25	Issue all certificates/notices required under the Building Contract.
7.26	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for payment recommendation to the Employer. Valuations should take account of any reports submitted by the Employer's site inspector only if formally identified as defective works.
7.27	Provide monthly cash flow reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Employer's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations, updates on any provisional sum items in the contract and predict the forecast final account sum. the Employer will advise on the required format for such cost advice.
7.28	Ensure the efficient cost management and monitoring of the project.
7.29	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.30	Obtain the Employer's prior written agreement to any change or variation or instruction where: a. The agreed design and/or specification is proposed to be varied; b. Additional work is necessary beyond that included in the contract documents; c. It is likely that the total effect of variations may increase the contract sum; d. Any item of design or specification previously omitted is to be reinstated.
7.31	Liaise as necessary with the Employer and the Contractor to ensure that designs or design changes proposed by the Contractor during the works are received in good time for consideration and approval by the Employer. This is to include the coordination of timescales in issuing all required Employer instructions such as approval of materials choices, door furniture, colour choices and any other items in order to avoid any possible claim for an extension of time on the basis of delayed/late instructions.
7.32	Advise the Employer whether any designs or changes to designs proposed by the Contractor comply with the project brief and highlight any areas of non-compliance.
7.33	Advise the Employer on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract, potential impacts on programme and achieving project brief objectives.
7.34	Monitor and manage the contractor's performance against the construction programme.
7.35	Ensure all sub-contractor appointments are identified in the programme.
7.36	Instructions for changes or variations under the terms of the contract are to be issued simultaneously to the Employer and the Contractor. Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.37	Notify the Employer if it appears that deleterious or otherwise unsuitable materials have been specified in the development and advise on corrective action needed/taken.
7.38	Agree the required standards of completion and finish for all properties with the Employer and the site inspector at scheduled detailed standard setting inspections well in advance of the Contractor's programme for snagging. Ensure that such standards are being met in all areas of the development.

Ref	Scope of Service
7.39	Ensure that adequate records are maintained in order that claims or requests for extensions of time by the Contractor may be contested if appropriate. Throughout the construction phase and until all construction accounts are settled, inform the Employer of any contractual claims which have been received or are likely to arise. Make recommendations to the Employer and implement the Employer's instructions.
7.40	Undertake snagging and de-snagging inspections. Act on behalf of the Employer in the preparation of snagging lists and ensure that all items on the lists have been attended to prior to attendance by the Employer at handover inspections.
7.41	Prepare a schedule of outstanding and/or defective works prior to Partial Possession and Practical Completion and report to the Employer on rectification of the scheduled items.
7.42	Check the satisfactory completion of the works, issue a Certificate of Practical Completion/ Partial Possession in accordance with the terms of the Building Contract. When issuing the Certificate of Practical Completion, provide the Employer with a forecast of final works costs.
7.43	Act on behalf of the Employer in considering any claims received from the Contractor.
7.44	Grant extensions of time, if necessary and if agreed with the Employer, in accordance with the conditions of Building Contract.
7.45	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following Practical Completion, certifying this to the Employer.
7.46	Agree value of payments to Contractor/developer and issue Payment/Pay Less Notices in accordance with the Build Contract. Ensure that Payment certificate and original contractor's VAT invoice are submitted to the Employer together.
7.47	Prepare and issue financial statements with every contract payment.
7.48	Update cashflow forecasts based on Contractor's programme.
7.49	Issue any Employer's Variation Instructions with the prior consent of the Employer.
7.50	Agree the value of all minor changes as presented by the Contractor resulting from issue of Employer Variation instructions.
7.51	In the event of Partial Possession agree the value of any "relevant part" in accordance with the contract.
7.52	Undertake whole life cost assessment in accordance with the Employer's standard Whole Life Costing procedure.
7.53	Provide all necessary information to the Employer to enable component accounting to be completed.
7.54	Co-ordinate and monitor any of the following that may be required: a. Insurance (or alternative warranty) inspections. b. Completion of sectional agreements ensuring that all agreements are in place and that related defects periods commence on or before the date of Practical Completion. c. Visit site prior to Employer's representative pre-handover visit and ensure that properties are completed to the required standard such that the only works outstanding are of minor significance and are low in number. d. Prepare for the Employer prior to Handover the documents specified in the Employer's Requirements e.g. SAP calculations, Energy Performance Certificates, Guarantees, Safety certificates, Health and Safety File, Operating and Maintenance manuals, as built drawings etc. e. Handover visit – on date of handover prepare schedule of any outstanding works and/or documentation and ensure that such works are completed within 7 days of handover and such documentation is issued to the Employer within 14 days of handover.
7.55	Provide Key Performance Indicator information in accordance with Schedule 1 of the Framework Agreement
7.56	Monitor and review design issues and liaise with the Principal Contractor in all matters relating to the CDM Regulations.

Ref	Scope of Service
7.57	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent
7.58	Undertake performance testing of the completed pitch in accordance with requirements of BS EN 15330-1:2013 Surfaces for sports areas. Synthetic turf and needle-punched surfaces primarily designed for outdoor use. Specification for synthetic turf surfaces for football, hockey, rugby union training, tennis and multi-sports use
7.59	Undertake performance testing of the completed pitch in accordance with IRB 22 requirements
7.60	Undertake performance testing of the completed pitch in accordance with FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.61	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and FIH Handbook of Performance, Durability and Construction Requirements for Synthetic Turf Hockey Pitches
7.62	Undertake performance testing of the completed pitch in accordance with FIFA Performance Quality Concept requirements, or IATS equivalent and IRB 22 requirements
<b>8.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
8.1	Complete and issue Employer handover forms in accordance with the Employer procedures.
8.2	Upon Practical Completion, liaise with the Principal Designer for the scheme to ensure that "as built" drawings are provided and that information on the maintenance of the facility is provided for the Principal Designer to produce a Health and Safety File as required by Construction (Design and Management) Regulations.
8.3	Arrange, chair and minute a Project Review meeting to include the Contractor and specialist sub-contractors and consultants. The Contractor should be encouraged to seek out feedback from key sub-contractors.
8.4	Prepare a completion report to the Employer showing: <ul style="list-style-type: none"> <li>- estimated Final Account</li> <li>- design fee element and works element of estimated Final Account</li> <li>- amount paid to date (broken down into design fee and works elements)</li> <li>- any non qualifying costs for grant purposes;</li> <li>- estimate of VAT paid on contract;</li> <li>- a comparison between the outturn cost and the approved budget cost;</li> <li>- the actual expenditure against sums included in the contract for specialist works and provisionally measure work;</li> <li>- the costs included against any variation of price condition;</li> <li>- the expenditure against approved variations and additional Works authorised by the Employer;</li> <li>- a comparison of key programme dates against actual dates achieved, not limited to Completion dates;</li> <li>- any lessons obtained from the scheme which could be applied to future projects;</li> <li>- the performance of project participants</li> </ul>
8.5	Manage the contractor's performance in making good of defects up to the completion of the defects liability period. Receive reports of defects notified to the Employer during the defects liability period and ensure that they are satisfactorily rectified by the contractor in accordance with the Building Contract.
8.6	Ensure that all defects are rectified. If required, advise the Employer as to the acceptability or not of the Contractor's proposals to rectify complicated or difficult defects
8.7	Act on behalf of the Employer in preparing a schedule of defects outstanding at the end of the defects liability period and ensure that they are rectified by the contractor in accordance with the Building Contract.
8.8	Check all necessary reports, approvals conditions (including section agreements) and certificates have been obtained or discharged.
8.9	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project, prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting if necessary, as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations)).

Ref	Scope of Service
8.10	Provide a quarterly report to enable trend analysis that details frequency and type of defects occurring and making recommendations for modifications to the Employer's requirements/Design Guide for future development schemes.
8.11	If any defects are not resolved within contract timescales advise the Employer on alternative options e.g. resolving works through alternative contractors and the cost for this taken from retention funds held for that scheme.
8.12	Inform the Contractor of any works that will be resolved through alternative contractors (due to a failure to resolve these defects within contract timescales) and the cost that will be deducted from the retention fund held for that scheme.
8.13	Maintain a register of costs for these corrective works resolved through alternative contractors so that the total costs can be deducted from the retention fund at the end of the defects liability period.
8.14	Issue all necessary statements etc. relating to the Final Account that may be required by the Employer or the lending authority.
8.15	Agree the Final Account with the Contractor and issue a final statement/certificate.
8.16	Advising the Employer on the identification of defects when there is any dispute.
8.17	Make arrangements for the Employer and contractor to be present at the end of defects inspection, giving adequate notice for relevant parties to attend.
8.18	Visit each property and prepare a list of defects for 'making good' by the contractor under the contract conditions.
8.19	Monitor the progress of the contractor making good of any defects listed in the end of defects inspection. After the contractor has completed works to the properties arrange a further visit to inspect works. Prepare a list of any outstanding defects and ensure that these are completed by the contractor within contract timescales. Note: copies of all correspondence and defects/snagging lists must be sent to both the contractor and the Employer.
8.20	Obtain written confirmation from the planning authority that all obligations relating to section agreements have been fully discharged for the purposes of the contract.
8.21	Issue Certificate of Making Good Defects with the agreement of the Employer.
8.22	Assist the Employer in resolving any latent defects that occur during the life of the contract that should reasonably have been foreseen during the construction period and during the defects liability period. This is to be without any additional charge to resolve.
<b>9.0</b>	<b>RIBA Stage 7 - In-Use</b>
9.1	Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.
9.2	Manage completion of tasks in Handover Strategy.
9.3	Manage updating of Project Information.

# Scope of Services

## Appendix 8B.2 FMC Services

Service: Cost Consultant



Ref	Scope of Service
1.0	General Services
1.1	You are expected to undertake all duties expected of a Cost Consultant/Quantity Surveyor. Generally, managing all costs relating to the project and, when stipulated, co-ordinating and project managing the scheme on behalf of the Authority and drawing the attention of the Authority to any conflict between its instructions or requirements and your own professional judgement; including recommending to the Authority what steps to take in respect of any dispute on the contract and/or final account.
1.2	You shall conform to the current version Quantity Surveyor Services document published by the RICS. All core services shall be adhered as relevant. You should also conform to all relevant Practice Statements, Guidance Notes and information papers published by the RICS.
1.3	Any supplementary services detailed in the letter of appointment should be undertaken in addition to those within this schedule.
1.4	We expect you to manage all costs relating to the project, from initial calculations to the final figures, seek to minimise the costs of the project to the Authority (The Client) whilst enhancing value for money, and achieving the required standards and quality.
1.5	You will perform your duties so as to comply with the Construction (Design & Management) Regulations 2015 and the requirements of any relevant planning approval, building regulations, or other consents or approvals as deemed necessary for the satisfactory completion of the project.
1.6	<p>More specifically you will be expected to carry out the following:</p> <ul style="list-style-type: none"> <li>a) To perform all those duties expected of a cost consultant pertaining to the project, extending from feasibility phase through to the construction phase to issue of the Certificate of Practical Completion, the defects liability period, the issue of the Certificate of Making Good Defects, settling the final account.</li> <li>b) Where directed by the Client you are to act as the lead project consultant and co-operate with any other consultants, the contractor and its sub- contractors ensuring all elements of the works are properly coordinated. In addition to the matters in this schedule, you shall liaise with all other members of the Authority's professional team, including any support consultants, in order to work towards the objective that all members of the professional team are fully briefed upon the relevant activities of other members of the team and this shall be a reciprocal duty of all members of the professional team accordingly.</li> <li>c) You are expected to have a full understanding and knowledge of the Employer's Design Guidance Notes, Employer's Requirements and the site specific brief and budget.</li> <li>d) If you become aware at any time of any conflict of interest or requirements you shall inform us immediately so the most appropriate course of action can be discussed.</li> <li>e) Participate pro-actively in any collaborative design / project management system that the Authority deem appropriate from time to time.</li> <li>f) In line with the Public Services (Social Value) Act 2012, applicants are required to demonstrate how they will provide social value as part of their project specific brief to the Authority. This should outline how the applicant aims to contribute to maximising community benefit to the area in which the project is being delivered, such as through local employment, apprenticeships, community volunteering or other forms of demonstrable social investment. It should also include an explanation of how this will contribute to improving the area's economic, social and/or environmental wellbeing.</li> </ul>
1.7	The Authority must be advised in writing, at the earliest opportunity, if discrepancies exist between requirements or if any item contained in the foregoing is at variance with your professional opinion.

Ref	Scope of Service
1.8	Any departure from the above requirements must be by the express written agreement of the Authority, and by accepting this appointment you have agreed that any briefing requirement does not diminish your duty of care and responsibility for compliance of design, supervision and administration of the project. This however, should not limit your ability and duty to advise upon and co-ordinate the scheme, or to draw to the attention of the Authority any conflict between its instructions and your professional judgment in carrying out the works.
1.9	It is a condition of this appointment that the function of the cost consultant will be supervised executively at partner/director level. Day-to-day work is to be carried out by personnel who are suitably qualified and experienced as appropriate to their role in the process.
2.0	<b>RIBA Stage 0 - Strategic Definition</b>
2.1	
2.2	
2.3	
2.4	
3.0	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	
3.2	
3.3	
3.4	
4.0	<b>RIBA Stage 2 - Concept Design</b>
4.1	Work with the Lead Designer to consider Concept Designs and prepare outline cost plans for the Project
4.2	Participate in Design Team meetings and provide advice and support as necessary, to progress the development of the Concept Designs prepared by the Lead Designer, including any input into reports and other documentation provided by the Lead Designer.
5.0	<b>RIBA Stage 3 - Developed Design</b>
5.1	Receive the Authority's instructions for initial brief. Clarify, roles and responsibilities in relation to other consultants
5.2	Understand the Authority's needs and objectives, business case and possible constraints on development.
5.3	Visit the site, carry out initial inspections and advise the Authority of any concerns.
5.4	Advise on and assist with the production of the Employer's Requirements as this evolves throughout the project.
5.5	Attend feasibility design reviews and other meetings as required.
5.6	Provide building cost information on each design option to enable the Authority to prepare its financial assessment and feasibility studies. Update this information as required. Within this, highlight base cost (£/sqm) assumptions, abnormal items, allowances for design fees, statutory fees and contingencies for approval by the Authority. The Authority will advise on the required format
5.7	Provide a feasibility estimate based upon benchmark cost per sqm for projects of a similar nature. Agree with the Authority what should and should not be included in the estimate as well as floor areas. Advise on any exceptional and/or abnormal costs. At feasibility stage it is likely that there will be a level of uncertainty on design, specification ground conditions etc. Specific allowances based on knowledge of the proposed scheme and location and to be agreed with the Authority should be allocated to these items to enable the Client to take a view on the construction risk of the project
5.8	Assist as required with the submission of documentation to third parties who have an interest in the project
5.9	Advise on the scope of future services

Ref	Scope of Service
5.10	Undertake a preliminary technical appraisal of the project sufficient to enable the Authority to decide whether and in what form to proceed. The appraisal shall include advice on the need for specialist consultants, procurement and suggested tender procedures (adhering to OJEU procurement procedures where relevant) and an outline programme for completion of the works including dates for tender invitation, tender return, start on site and practical completion, for approval by the Authority.
5.11	Provide an order of cost estimate in accordance with the NRM (New rules of measurement). Where the design is sufficiently developed provide detailed costing of key elements (e.g. façade materiality, fit out etc). If the design is insufficiently developed state your allowances and assumptions. Include allowances for site abnormalities and make clear how you provide for Construction Period Inflation (the period between date of tender return and contract completion) and your estimate for Tender Price inflation (the period between the date of the cost plan and the date of tender return). Confirm your verification of net and gross areas.
5.12	Advise the Authority of benchmark comparators to support order of cost estimate and identify opportunities for cost savings. Advice to include the cost of alternative design and construction options. the Authority will advise on the required format for such cost advice.
5.13	Provide all necessary reasonable assistance to the Authority and the Authority's legal representatives in securing the acquisition of the site and any related agreements.
5.14	Agree updated brief with the Authority to include latest versions of the Authority and statutory requirements.
5.15	Assess the feasibility of the Authority's requirements; review with the Authority alternative design, tender and construction approaches and their cost implications.
5.16	Advise the Authority on costs for demolition, strip-out, site investigation and enabling works
5.17	Provide an updated Cost Plan based upon an NRM elemental breakdown (including completion of an updated Standard Summary Sheet; verification of net and gross areas; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority including floor areas. Explain the Cost Plan to the Design Team and the Authority and advise on potential savings resulting from alternative forms of construction. Hold Cost Management Meetings with the Design Team and the Authority and throughout the design development process advise on any elements of construction that do not comply with the Cost Plan allowance. This Cost Plan should show costs for different options The Authority will advise on the required format for such cost advice.
5.18	Carry out interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
5.19	Produce a report in writing summarising the above, submitted to the Authority by the agreed date and to be updated as the project progresses.
5.20	In conjunction with the Authority 's appointed architect, agree with the Authority any changes required to the Authority's project brief in the light of the circumstances of the scheme.
5.21	Advise on the cost of the architect's and other consultants' design proposals, including, but not limited to, effects of site usage, shape of buildings and alternative forms of design and construction.
5.22	Through the design development stages, maintain a risk register and show any items not covered in the cost plan clearly identified in Exclusions list. Risk register to include non-negotiable items in the Authority's brief, title issues, third party consents etc.
5.23	Scrutinise planning documents (e.g. Design and Access Statement, Landscaping Strategy, Energy Strategy) to ensure conformity with Cost Plan.
5.24	Advise the Authority on financial security issues and provide all necessary reasonable assistance with putting appropriate protection in place including, but not limited to: <ul style="list-style-type: none"> <li>a) bonds;</li> <li>b) parent company guarantees;</li> <li>c) insurances;</li> <li>d) collateral warranties;</li> <li>e) appropriate level of retention.</li> </ul>
6.0	RIBA Stage 4 - Technical Design



Ref	Scope of Service
6.1	If required: Advise and provide recommendations on tendering and contractual procurement options.
6.2	Advise on the cost and deliverability of the architect's and other consultants' design proposals for RIBA Stages 3 and 4
6.3	Revisit the Cost Plan provided at Stage 3 and prepare Formal Costs Plans (PTE) as per NRM (including completion of an updated Standard Summary Sheet; verification of net and gross areas; inflation assumptions and provision of benchmark comparators). Agree the Cost Plan with the Authority as well as floor areas. Explain the Cost Plan to the Design Team and us and advise on potential savings.
6.4	Carry out ongoing VE workshops and interim updates/cost trackers to ensure the Authority aware of cost movements as design progresses.
6.5	Advise and assist in the selection of prospective contractors including making enquiries and recommending suitable contractors for inclusion on a tender list taking into account the nature of the project and their experience, resources and references obtained. Interview prospective contractors and report thereon.
6.6	<p>Liaise with, and provide sufficient information to enable the EA to compile the Tender Documentation to comprise:</p> <ul style="list-style-type: none"> <li>a) Employer's requirements (which will either be written by the Authority's agent or amended from the Authority's standard employer's requirements at the sole discretion of the Authority)</li> <li>b) Preliminary items</li> <li>c) Contract sum analysis</li> <li>d) contract amendments</li> <li>e) tender drawings and designer's risk assessments</li> <li>f) form of tender</li> <li>g) instructions for tendering</li> <li>h) schedules and other necessary documents and materials.</li> </ul>
6.7	Advise the EA of any areas of uncertainty in the tender documents which could give rise to the return of qualified tenders and provide recommendations to address these.
6.8	Provide timely responses to the EA regarding queries from tendering contractors as appropriate.
6.9	Attend and supervise tender openings, as required by the Authority.
6.10	<p>Prepare a formal report for the Authority on the tenders received, including, but not limited to the following, unless specifically stipulated by the Authority:</p> <ul style="list-style-type: none"> <li>a) comment on compliance with JCT Practice Note 6 – Main Contract Tendering;</li> <li>b) confirmation that the tender results demonstrate genuine competition between those tendering;</li> <li>c) identification of the tender recommended for acceptance;</li> <li>d) whether the recommended tender offers value for money, including a full analysis of the tendered sum, cash flow projections, payment requirements and a breakdown between works costs and on-costs;</li> <li>e) identification of any areas of risk;</li> <li>f) a reconciliation between the tender sum and earlier estimates of costs;</li> <li>g) advice on the acceptability of any provisional sums and any action to be taken in respect of such sums;</li> <li>h) a summary of compliance with the Authority's requirements and the project brief, highlighting any discrepancies between these and the tendered proposals;</li> <li>i) a summary of compliance with any funder's or sponsor's requirements</li> <li>j) if there is no recommendation, comment on reasons for this and advise on further options.</li> </ul>
6.11	Following instructions from the Authority, negotiate with the recommended contractor to eliminate tender qualifications and provide a further report to the Authority, if necessary.
6.12	Advise on a detailed cost programme by the contractor.
6.13	Assist the Authority in getting the contractor to sign up to the Respect for People toolkit, Considerate Constructors Scheme and local labour or construction training initiative, where required.



Ref	Scope of Service
6.14	If required, Discuss options with the Authority prior to works commencing, including amending the contract to allow the withholding of any payments to sub -contractors/consultants where a
6.15	collateral warranty is required, but is not yet in place. Advise whether a sufficient amount of professional indemnity insurance cover is being offered by the consultants and sub-contractors concerned. Obtain details and provide those to the Authority.
<b>7.0</b>	<b>RIBA Stage 5 - Construction</b>
7.1	If required: Visit the site and carry out valuations of the works in progress at intervals appropriate to the stage of construction, ensuring the works are executed in compliance with the Building Contract. Check on the Authority's behalf that the agreed specification and drawings are being complied with
7.2	On a monthly basis, agree with the contractor the amount due for payment under the Building Contract in accordance with the payment terms of Construction Act (2011 amendments) and certify them for the Authority payment. Valuations should take account of any reports submitted by the Authority's site supervisor and/or compliance monitoring team only if formally identified as defective works.
7.3	Provide monthly cost and cash flow reports showing actual and anticipated spending throughout the contract with a breakdown of costs in accordance with the Authority's requirements. These reports are to show deviations to the projected financial spend, anticipated variations to the final account, summarise the effect of known and pending variations and predict the forecast final account sum. the Authority will advise on the required format for such cost advice.
7.4	Ensure the efficient cost management and monitoring of the project .
7.5	Advise at the earliest opportunity the requirement for any change or variation instruction.
7.6	If required Obtain the Authority's prior written agreement to any change or variation or instruction where: <ul style="list-style-type: none"> <li>a) the agreed design and/or specification is proposed to be varied ;</li> <li>b) additional work is necessary beyond that included in the contract documents;</li> <li>c) it is likely that the total effect of variations may increase th e contract sum;</li> <li>d) any item of design or specification previously omitted is to be reinstated.</li> </ul>
7.7	Liaise as necessary with the Authority and the contractor to ensure that designs or design changes proposed by the contractor during the works are received in good time for consideration and approval by the Authority.
7.8	Advise the Authority on any variations it may require, the potential cost/benefit of such variations and the most cost-effective way of obtaining the required changes. This advice is to include any implications for compliance with the Building Contract and achieving project brief objectives.
7.9	Exert proper cost control, and anticipate at the earliest possible opportunity all work necessary to complete the scheme.
7.10	Adjust minor variations in accordance with the terms of the Building Contract, prepare the final account and final statement and agree these with the contractor within two months following practical completion, certifying this to the Authority.
7.11	Provide Key Performance Indicator information for the main KPI's in accordance with the Building Contract.
<b>8.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
8.1	Prepare and agree the final account with the Main Contractor within 3 months of Practical Completion.
<b>9.0</b>	<b>RIBA Stage 7 - In-Use</b>
9.1	Within 12 months of handover, participate in a workshop review of the project to assess Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

# Scope of Services

## Appendix 8B.2 FMC Services

Service: Principal Designer



Ref	Scope of Service
<b>1.0</b>	<b>General Services</b>
1.1	The Principal Designer shall fulfil the role of Principal Designer as defined in Regulation 11 and Regulation 12 of the CDM Regulations 2015.
1.2	Liaise with other consultants on the project team and ensure that the services listed hereunder are fully co-ordinated with the services provided by those consultants.
1.3	Ensure all health and safety aspects are properly managed and resolved by preparing or contributing towards the preparation of a pre construction programme.
1.4	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
1.5	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
1.6	Ensure, as far as reasonably practicable, that designers comply with their statutory duties under health and safety legislation
1.7	Ensure the team work to reduce risks, coordinate information and generate solutions for construction, maintenance and cleaning that are as risk free and obvious as possible
1.8	Attend meetings with the Client, Employers Agent, other consultants and the Contractor as necessary for the duration of the appointment
1.9	Participate in value engineering, value management and risk management workshops and exercises throughout the project duration
1.10	Generate and organise information for the health and safety file and hand this over at the end of the commission
1.11	Where necessary assist the Client's appointed Health and Safety Representative in complying with the Client's duties as Client under the CDM Regulations 2015
1.12	Verify that Designer consultants have the skills, knowledge, experience and organisational capacity to undertake the services in a manner that secures the health and safety of any person affected by the project.
1.13	Organise and ensure circulation of all pre existing information on the project
<b>2.0</b>	<b>RIBA Stage 0 - Strategic Definition</b>
2.1	
<b>3.0</b>	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	Liaise with the Professional Team and Client and obtain copies of all available information, maps, plans, surveys, reports and other documents relating to the project and any adjacent areas

Ref	Scope of Service
3.2	Prepare a new Health and Safety File for the project or review and update the existing.
<b>4.0</b>	<b>RIBA Stage 2 - Concept Design</b>
4.1	Review outline "Concept Designs" based on the Design Brief and provide advice and recommendations to the Design Team in respect of compliance with the CDM Regulations 2015.
<b>5.0</b>	<b>RIBA Stage 3 - Developed Design</b>
5.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
5.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
5.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
5.4	Ensure all designers comply with their duties in the CDM Regulations 2015
5.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
5.6	Liaise with Client and Professional Team and establish the programme and information required to complete the Contractor's construction phase health and safety plan for the Project.
5.7	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.
5.8	Examine the methods by which the structure might be built and analyse the hazards and risks
<b>6.0</b>	<b>RIBA Stage 4 - Technical Design</b>
6.1	Manage the pre-construction process to ensure that all design, technical, organisational and programming aspects take into account the general principles of prevention and, where relevant, the content of any construction phase plan and health and safety file.
6.2	Monitor the pre construction phases to ensure that, so far as is reasonably practicable, the project is carried out without risks to health and safety.
6.3	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and safety of any person: a) carrying out or liable to be affected by construction work; b) maintaining or cleaning a structure c) using a structure designed as a workplace.
6.4	Ensure all designers comply with their duties in the CDM Regulations 2015
6.5	Liaise with the Client and Professional Team and establish the programme and the information required to complete the pre-construction information for the Project
6.6	Ensure the contractor is provided with a copy of the health and safety file for use in connection with the project
6.7	Liaise with the Client and Professional Team and establish the programme and information required to complete the Contractor's construction phase health and safety plan for the Project.
6.8	Obtain the information required from the Client and Professional Team and prepare and maintain the pre-construction information for the project.

Ref	Scope of Service
6.9	Examine the methods by which the structure might be built and analyse the hazards and risks
6.10	Analyse the risk/hazard of any substance, material or equipment specified for during the construction stage.
6.11	Endeavour to ensure that the design includes adequate information about materials which might affect health and safety
<b>7.0</b>	<b>RIBA Stage 5 - Construction</b>
7.1	Liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the co-ordination of the health and safety matters during the construction phase.
7.2	Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including: a) pre construction information obtained by the client; b) any information obtained from designers
<b>8.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
8.1	Assist the Principal Contractor in finalising the health and safety file by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan including: a) pre construction information obtained from the client; b) any information obtained from designers
<b>9.0</b>	<b>RIBA Stage 7 - In-Use</b>
9.1	Within 12 months of handover participate in a workshop review of the project to assess the Project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects

# Scope of Services

## Appendix 8B.2 FMC Services

Service: CDM Adviser



Ref	Scope of Service
<b>1.0</b>	<b>General Services</b>
1.1	Liaise with the appointed Principal Designer and other parties to ensure the Client is able to comply with its duties under the CDM regulations 2015 (or as updated, amended or superseded)
1.2	Provide advice to the Client (Project Manager) throughout the planning, design and construction of a project, so that suitable arrangements are made for the health, safety and welfare of all those affected and involved in construction.
1.3	In relation to the project, the CDM Client Advisor will report directly to the Project Manager responsible for the scheme.
1.4	The Project Manager and CDM Client Advisor will meet at regular times in order to monitor the latter's performance.
<b>2.0</b>	<b>RIBA Stage 0 - Strategic Definition</b>
2.1	Carry out a site visit, take photos and feed back on H&S issues associated with the site and surrounding area.
<b>3.0</b>	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	Provide advice and assistance on the preparation of the Client brief to ensure that it addresses the Client's duties under CDM Regulations 2015.
3.2	Provide advice to the Client on the appointment of suitably skilled, experienced and qualified Designers and Contractors.
<b>4.0</b>	<b>RIBA Stage 2 - Concept Design</b>
4.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required.
<b>5.0</b>	<b>RIBA Stage 3 - Developed Design</b>
5.1	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.
5.2	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.
5.3	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
5.4	Update any information required by the HSE if applicable and submit revised notifications where required
5.5	Prepare reports to keep the Client informed as to the development of the design
<b>6.0</b>	<b>RIBA Stage 4 - Technical Design</b>
6.1	Assist the Client to identify and obtain the pre-construction information for the proposed project, liaising with the Principal Designer and other parties as necessary and providing the information to others as required.
6.2	Assist the Client in ensuring that the arrangements for managing health and safety during the pre-construction phase are working properly and that the Principal Designer is carrying out their duties under the CDM Regulations 2015.

Ref	Scope of Service
6.3	Preparing and issuing project notification (F10) on the Client's behalf, notifying the HSE of the details of the project.
6.4	Liaise with the Client and Principal Designer, including attendance at such meetings on the Client's behalf as may be necessary.
6.5	Liaise with the Client/Principal Designer to review designs and the health and safety information provided, audit the design risk management process and advise the Client accordingly
6.6	Liaise with the Client and Principal Designer and advise whether the design gives due consideration to the health and safety of those carrying out or affected by the construction phase, and those carrying out subsequent maintenance or using the facility after it has been completed.
6.7	Review and evaluate tenders from a health and safety viewpoint, advising the Client on the contractor's proposals for a Construction Phase plan and provision of welfare facilities
6.8	Update any information required by the HSE if applicable and submit revised notifications where required
6.9	Prepare reports to keep the Client informed as to the development of the design
<b>7.0</b>	<b>RIBA Stage 5 - Construction</b>
7.1	Update any information required by the HSE if applicable and submit revised notifications where required
7.2	Prepare reports to keep the Client informed as to the development of the design
7.3	Advise the Client in relation to the start of the construction phase and confirm that a construction phase plan is drawn up and that the Principal Contractor has provided welfare facilities to meet the requirements of the CDM regulations, liaise with the principal contractor to ensure that the Construction Phase Plan is suitably updated to reflect the works
7.4	Periodically monitor the Principal Contractor's performance to ensure compliance
7.5	Ensure that, as far as reasonably practicable, the Principal Contractor is complying with its obligations under the CDM Regulations 2015 during the Construction Phase
<b>8.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
8.1	Advise the Client on the completion and handover arrangements and, where partial possession is taking place, advise on the adequacy of the arrangements in place for the health and safety of those in the areas handed over
8.2	Ensure as far as is reasonably practicable that the health and safety file is updated as necessary during the construction phase
8.3	Liaise with the Principal Designer or Principal Contractor as applicable so that the health and safety file may be completed, contains the necessary information and is delivered to the Client
8.4	Advise the Client on any key risks identified in the Health and Safety File that will need to be managed in the future
<b>9.0</b>	<b>RIBA Stage 7 - In-Use</b>
9.1	Where requested by the Client, provide advice in relation to H&S implications of any design amendments required to rectify a defect or latent defect

## Appendix 8C

### Design Consultant Services



## Appendix 8B

### DC Scope of Services

#### For Single Stage Design & Build

##### Pre Contract Scope of Services (RIBA Stages 0-4)

The FMC will be required to undertake the following:-

1. Develop the design as the multi-disciplinary design team (architectural, structural and building engineering services) from RIBA Plan of Work Stage 2: Concept Design to Stage 4b: Technical Design;
2. Make statutory applications for planning permission and deal with all planning matters through to obtaining approval;
3. Make statutory applications for building regulations approval;
4. Contribute to developing the “Employer’s Requirements” with the FMC based on the Template Project Documents contained at **Schedule 5: Project Template Documents**;
5. Check “Contractors Proposals” and designs in collaboration with the FMC, against the “Employer’s Requirements”, during the design development stage (RIBA Stage 4b: Technical Design).

##### Post Contract Scope of Services (RIBA Stages 5-7)

1. Not applicable.





## Schedule 8: Framework Brief

Appendix 8C.2  
Design Services

# Scope of Services

## Appendix 8C.2 Design Services

### Service: Architecture



Ref	Scope of Service
1.0	<b>General Services</b>
1.1	<p>The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate</p> <ol style="list-style-type: none"> <li>1. In accordance with the Employer's Requirements</li> <li>2. The site specific brief and any site master plan (if applicable).</li> <li>3. Briefing requirements that will emerge through discussions.</li> <li>4. Statutory and local authority requirements.</li> <li>5. CDM Regulations 2015.</li> <li>6. You must confirm in writing that all of the above requirements have been met.</li> </ol> <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.</p>
1.2	Undertake the role of Lead Designer (but excluding the Principal Designer Role in accordance with the CDM Regulations 2015) and co-ordinate with the Employers Agent and with other members of the design team throughout the Project in order to ensure an integrated design process.
1.3	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.4	Ensure that designs meet the requirements of The Employers brief and the relevant Planning Authority and that any variations to this are approved by The Employer.
1.5	Proactively seek the latest required standards and details of any scheme specific funding requirements from The Employer.
1.6	Assume responsibility for the structural integrity of the construction, where the Architect assumes a design role for the building structure.
1.7	Participate pro-actively in any collaborative design / project management system that The Employer deem appropriate from time to time
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.10	Endeavour to maximise the cost-effectiveness of the design (in so far as it is within the Consultant's power to do so).
1.11	Attend and participate at consultation events with the community, local councillors and other stakeholders throughout each stage of the project. Provide exhibition boards and other materials as required by The Employer for such events. Update proposals to reflect the outcomes. Agree with The Employer the extent of the scope of the consultation prior to appointment.
1.12	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc.
1.13	Enter into the required design warranties
1.14	Participate in the change control procedures and monitor design development against the project Budget.
1.15	Meet and consult with local planning authority and other relevant statutory authorities, as required and at each stage of the project. Amend design to reflect comments and feedback received. Agree with The Employer the extent of the scope of the consultation prior to appointment.
2.0	<b>RIBA Stage 0 - Strategic Definition</b>

Ref	Scope of Service
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Arrange for a measured survey of the site to be carried out, to include topographical, boundary and elevational survey (of existing building(s) and surrounding buildings) and services trace.
2.3	Advise the client on the need for any additional consultants, specialists or pre-contract work. Arrange for appointment of additional consultants or specialists on a sub-consultancy basis.
2.4	Carry out an inspection of the site and subsequently consult as necessary with any local or other authority on matters relating to the proposed Works. Submit an initial outline feasibility report to the Employer setting out initial options, constraints, contextual analysis and recommendations for further investigation.
2.5	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.6	Provide advice where required on the application of Modern methods of Construction.
<b>3.0</b>	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	Present an initial appraisal, liaising with the Client's Employer's Agent to co-ordinate feasibility costs and submit, through the Employer's Agent, a Feasibility Report to the Client.
3.2	Provide information for updated Cost information and Project Strategies
3.3	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.
3.4	Attend meetings as necessary to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services
3.5	Obtain from the client information on the site, including available plans of the site, any existing buildings on the site, boundary fences and any other enclosures, any known easements, encroachments, underground services and statutory services, rights of way, rights of support and other relevant matters
3.6	FMC Design Team Visit the site and carry out an initial appraisal to determine options for location of the AGP
3.7	Provide an initial programme for the undertaking the feasibility works
3.8	Carry out studies/options appraisal as necessary to determine the feasibility of the Authority's requirements.
3.9	Provide an 'As Existing' Plan to be appropriately scaled and to indicate the facility in it's current form.
3.10	Undertake a Condition Survey of the existing facility to include commentary on the age, nature and construction of the facility, as well as elemental details of the following: <ul style="list-style-type: none"> <li>• sub-base</li> <li>• drainage systems</li> <li>• shock-pad</li> <li>• fencing systems</li> <li>• floodlighting systems</li> </ul>
3.11	Where the condition of the existing shock-pad suggests that it is suitable to be retained, undertake an assessment/test to determine its characteristics in a manner which will allow the Framework Operator to provide a design which includes the shock-pad within their system.
3.12	Review with the Authority, alternative design and construction approaches and cost implications.

Ref	Scope of Service
3.13	Advise on the need and implications of obtaining planning permission and consult with the local planning authority
3.14	Undertake a flood risk assessment of the proposed site and report findings
3.15	Prepare options of outline proposals and an approximation of the total project cost including construction cost for approval by Framework Partners
3.16	Produce an appropriately scaled Site Plan to indicate site boundary, site access points and position of pitch on site
3.17	FMC to attend initial meeting to discuss requirements including timescale and any financial limits; assess these and give general advice on how to proceed and agree scope of services including providing a fee proposal
4.0	<b>RIBA Stage 2 - Concept Design</b>
4.1	Prepare outline "Concept Designs" based on the Design Brief and present to the Authority
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on your concept designs, ensuring that all concepts meet the design brief and are within the project budget.
4.3	Develop designs from the Project objectives and solutions identified and agreed in the Value Management workshops in conjunction with other members of the design team and in accordance with the Project timetable.
4.4	Attend and participate at workshops (with sustainability/M&E consultants, where appointed), to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
4.5	Coordinate a viability study, Energy Strategy, development brief and Design and Access statement (where appropriate), with the Employer's Agent, for the scheme proposals as required by the planning authority.
4.6	Prepare information for use by the employer's agent/cost consultant to prepare a cost report and for each scheme design iteration, provide information to the employer's agent/cost consultant to produce an updated cost plan.
4.7	Provide a Topographical Survey related to an appropriate datum with spot levels for the proposed pitch location and surrounding area
4.8	Provide a Primary Geotechnical Survey to determine subsoil conditions which includes boreholes to confirm soil profile, permeability tests, laboratory analysis of soil, CBR ratings etc. Provide a report to confirm whether the primary survey is sufficient to undertake the pitch design or whether further enhanced surveys are required (Further Enhanced Surveys to be carried out under Stage 3)
4.9	Provide a Utilities Search and provide a plan indicating location of existing water, gas, electric and telephone supplies, and any drainage to the proposed location of the pitch
4.10	Provide an Electrical Capacity Survey of the incoming electrical supply to the site to determine if there is sufficient capacity to allow the installation of new floodlights
4.11	Provide Drainage Capacity Survey of any existing drainage systems and potential outfalls to determine suitability to discharge surface water from proposed pitch
4.12	Carry out an appraisal as necessary to determine the feasibility of Concept Design and the Framework Partner's requirements.
4.13	Undertake a desk top flood risk assessment of the proposed site and report findings

Ref	Scope of Service
4.14	Provide Water Supply Survey of any existing water supplies and/or boreholes to determine suitability to supply water to proposed pitch
4.15	Develop an outline scheme design from the agreed option taking into account amendments requested by Framework Partners. This is to include details of the pitch size, line markings, fencing position and height, position of goal recesses and access gates.
4.16	Provide details of all proposed external works, including access pathways and hard and soft landscaping
4.17	Provide a pre-tender estimate of the proposed costs for the scheme
<b>5.0</b>	<b>RIBA Stage 3 - Developed Design</b>
5.1	Develop scheme designs to planning application stage, through an iterative design process with client direction and sign-off through each iteration.
5.2	Advise on scope of and requirement for other consultants, necessary for input up to submission of planning application and tender stage.
5.3	Act as lead designer, managing, monitoring other consultants designs and technical information and coordinating the input of other design consultants and surveys.
5.4	Advise Client on the extent of Statutory Approvals required, Planning, Building Control etc. Consult with Planning Authorities, Building Control, Fire Authorities, Highways and other relevant organisations to develop the project and co-ordinate presentation(s) if required.
5.5	Make all necessary submissions to Statutory Authorities and obtain approvals.
5.6	Prepare pre-application information (to include a site and area analysis and 3D models) to present to the local planning authority and other relevant statutory authorities.
5.7	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate.
5.8	Produce or procure visualisations/CGI images for consultation events, pre-application meetings with planners and the planning application, as required.
5.9	Obtain The Employer's approval to the design proposals showing spatial arrangements, material and appearance, and landscaping prior to submitting any planning application.
5.10	Obtain the design team's approval of the type of construction, quality of materials and standard of workmanship for subsequent approval by the Client.
5.11	Confirm in writing that the design complies with all of the design requirements contained in The Employer's design brief, prior to submitting the planning application.
5.12	Prepare and present for approval a design for the scheme in sufficient detail to enable a full Planning Application to be submitted and for incorporation into Employer's Requirements.
5.13	Apply to the Local Planning Authority for full planning permission and undertake all necessary consultation associated with the process
5.14	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.
5.15	Prepare specification advice to the client as and when required.
5.16	Provide an itemised statement to confirm any departures of the designs from the clients Design Brief and the specific project brief.

Ref	Scope of Service
5.17	Make revisions to designs to deal with planning authority requirements and resubmit planning application until such time as planning permission is achieved. Present design changes to the Client for approval prior to resubmission.
5.18	Produce details of a floodlighting scheme sufficient to allow the submission of a planning application. This is to include details of number and height of columns, number of luminaires, maintained average illuminance, light spillage diagram etc
5.19	Provide a Noise Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.20	Provide a Biodiversity Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.21	Provide a Lighting Impact Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.22	Provide a Arboricultural Survey to the requirements of the Local Planning Authority for submission with Planning Application
5.23	Provide An Enhanced Geotechnical Survey if previous survey results highlight any additional surveys recommended (Price subject to Site Specific Quotation)
<b>6.0</b>	<b>RIBA Stage 4a- Technical Design</b>
6.1	Develop sufficient architectural designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
6.2	Investigate the potential for cost savings and added value that can be achieved against contract sum or agreed maximum price and review any volume supply agreements relating to architectural aspects.
6.3	Work with the M&E consultant to finalise the services strategy. Adapt the design to accommodate any necessary changes and add notes to the drawings indicating boiler positions, water cylinder positions, extract systems, SVP locations, riser locations/sizes, cold water tanks, landlord switch rooms, communal heating plant, renewable energy plant, lift plant etc.
6.4	Ensure that your design is compatible with the structural engineer's proposals amending your proposals where appropriate. Indicate column positions/sizes on the floor plans.
6.5	Produce indicative section drawings
6.6	Provide design information to the Principal Designer and other team members as required.
6.7	Ensure the project meets the requirements of the Building Regulations.
6.8	Prepare suitable information, submit and obtain discharge of such planning and/or s106 and/or s278 conditions as an architect would be expected to prepare and submit.
6.9	Produce a materials schedule, to include external materials and treatments required for tender pricing. Indicate external materials on plans and elevations.
6.10	Produce an overall rainwater drainage strategy including balcony drainage, and waste water strategy. Co-ordinate design between above and below ground drainage.
6.11	Produce a fire strategy compliant with current legislation and add notes to drawings.

Ref	Scope of Service
6.12	Produce a site layout plan with indicative external landscaping and indicative flood lighting proposal
6.13	Undertake risk assessments as and when required.
6.14	Undertake value management exercises as and when required.
6.15	Provide a statement of any specific design philosophies or design constraints which should be imparted to tenderers.
6.16	Liaise with the Authority to determine proposed usage of the pitch, the intended level of competition and any other matters which will effect the pitch construction
6.17	Review and comment formally on the Contractor's Proposals including the buildability, adequacy and suitability of the details and material specifications offered by the appointed contractor. This review to include consideration of any environmental life cycle issues arising out of the proposals.
<b>7.0</b>	<b>RIBA Stage 4b - Technical Design</b>
7.1	Checking designs for "Buildability" and making necessary changes to ensure that they are "construction ready"
7.2	Dealing with any outstanding planning conditions which may mean further design, provision of material information and the like
7.3	Finalising designs in connection with making application for building regulations approval
7.4	If any value engineering is undertaken, then preparing amended drawings to reflect final agreed designs.
<b>8.0</b>	<b>RIBA Stage 5 - Construction</b>
8.1	Complete any outstanding designs and work to prepare design packages for obtaining final prices
8.2	Verify and comment on any outstanding supply chain tender proposals and liaise with the Main Contractor, Supply Chain and Other Specialists to finalise designs.
8.3	Visit the site at regular intervals during the construction of the Works in order to inspect the quality of the work and to monitor progress and ensure that the Works are completed fully in accordance with the contract documents.
8.4	Arrange for any special inspections or tests necessary to ensure proper and adequate standards of construction are maintained and that all works are constructed in accordance with the contract documents.
<b>9.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
9.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
9.2	Should any Latent defect arise assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
<b>10.0</b>	<b>RIBA Stage 7 - In-Use</b>
10.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

# Scope of Services

## Appendix 8C.2 Design Services

Service: Civil & Structural Engineer



Ref	Scope of Service
<b>1.0</b>	<b>General Services</b>
1.1	<p>The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate</p> <ol style="list-style-type: none"> <li>1. In accordance with the Employer's Requirements</li> <li>2. The site specific brief and any site master plan (if applicable).</li> <li>3. Briefing requirements that will emerge through discussions.</li> <li>4. Statutory and local authority requirements.</li> <li>5. CDM Regulations 2015.</li> <li>6. You must confirm in writing that all of the above requirements have been met.</li> </ol> <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.</p>
1.2	Act in cooperation with the lead designer and Project Team members on the project at each stage of the project
1.3	Ensure that designs meet the requirements of The Employers brief and that any variations to this are approved by The Employer.
1.4	Attend meetings with The Employer and Project team as required throughout the duration of the project.
1.5	Participate pro-actively in any collaborative design / project management system that the Employer deem appropriate from time to time such as BIM.
1.6	Endeavour to maximise the cost-effectiveness of the structural elements of the project (in so far as it is within the Consultant's power to do so).
1.7	Co-operate at all times with the Principal Designer and provide design information and designers risk assessments.
1.8	Participate in value engineering, value management, sustainability and risk management workshops and exercises throughout the project duration as and when required.
1.9	Enter into the required design warranties
1.10	Carry out and report upon a full site inspection/site survey of any existing structures and undertake, or make recommendations for any special structural investigations or condition surveys which may be necessary.
<b>2.0</b>	<b>RIBA Stage 0 - Strategic Definition</b>
2.1	Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the Architectural services.
2.2	Visit the site, evaluate the structural engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Investigate the various construction types in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.



Ref	Scope of Services
2.4	Arrange for the carrying out of any geotechnical or other investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.5	In conjunction with the rest of the design team, undertake risk assessments and value management exercises as and when required.
<b>3.0</b>	<b>RIBA Stage 1 - Preparation &amp; Brief</b>
3.1	Ensure that the structural engineering design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for structural engineering in any overall cost plan and within the programmed time.
3.2	Develop the structural engineering design within the approved cost and submit to the Employer for approval.
3.3	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.4	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.5	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.6	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.7	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.8	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
<b>4.0</b>	<b>RIBA Stage 2 - Concept Design</b>
4.1	Work with the Architect and provide input and support in the role of "Structural Engineer" to the development of "Concept Designs" based on the Design Brief.
4.2	Work with the Employer's Agent and assist them in developing a Cost Plan based on the concept designs, ensuring that all concepts meet the design brief and are within the project budget.
4.3	Attend and participate at workshops with all members of the Project Team, to ensure that the scheme meets the required sustainability benchmarks. Update proposals to reflect the outcomes.
<b>5.0</b>	<b>RIBA Stage 3 - Developed Design</b>
5.1	Develop sufficient structural engineering designs and specifications from the approved design to enable the Employers Agent to compile an Employer's Requirement document and assist the Employers Agent in the preparation of documents required for tendering purposes.
5.2	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and work with the EA/cost consultant to adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
5.3	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully coordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
5.4	Ensure that a pre-tender cost check on the design of the structural engineering is prepared based on the tender documentation and inform the Employer of the result of that check.

Ref.	Scope of Service
5.5	Liaise and work with the design team to finalise design proposals
5.6	In conjunction with the rest of the design team, undertake risk assessments and value management exercises when required.
5.7	Prepare further designs, specifications and drawings including, if necessary, bar bending schedules for the information of the contractor executing the Works.
5.8	Where required, provide the Employer with drawings or other documents necessary for entering into contract (or alternatively follow the procedure for the appointment of specialist sub-contractors).
5.9	Perform the duties so that the project will comply with all planning agreements, permissions and conditions and with all deeds and documents relating to the project which the Client shall have brought to the attention of the Consultant.
<b>6.0</b>	<b>RIBA Stage 4a - Technical Design</b>
6.1	Finalise detailed civil and structural designs for tender.
6.2	Attend all technical and design meetings and value engineering work shops called to develop the structural design.
<b>7.0</b>	<b>RIBA Stage 4b - Technical Design</b>
7.1	Checking designs for "Buildability" and making necessary changes to ensure that they are "construction ready"
7.2	Finalising designs in connection with making application for building regulations approval
7.3	If any value engineering is undertaken, then preparing amended drawings to reflect final agreed designs.
<b>8.0</b>	<b>RIBA Stage 5 - Construction</b>
8.1	In collaboration with the other members of the Project Team, assist the Client and Clients representatives in administering the terms of the Works contract during operations on site and relating to the completion of the Works including (but not limited to) all activities in connection with the adjudication of disputes between the Employer and the Contractor.
8.2	Attend the regular meetings with the Contractor and other members of the Project Team as necessary in order to monitor the progress of the Works and the Contractors need for design information.
<b>9.0</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
9.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations)).
9.3	Should any Latent defect arise in relation to any elements of Structural Engineering assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
<b>10.0</b>	<b>RIBA Stage 7 - In-Use</b>
10.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

# Scope of Services

## Appendix 8C.2 Design Services

Service: Civil & Structural Engineer



Ref	Scope of Service
1.0	<b>General Services</b>
1.1	<p>The scheme must be designed, specified, drawn and administered to ensure compliance with the following guidance and you should be familiar with all documents and must regularly check for updates. These include, as appropriate</p> <ol style="list-style-type: none"> <li>1. In accordance with the Employer's Requirements</li> <li>2. The site specific brief and any site master plan (if applicable).</li> <li>3. Briefing requirements that will emerge through discussions.</li> <li>4. Statutory and local authority requirements.</li> <li>5. CDM Regulations 2015.</li> <li>6. You must confirm in writing that all of the above requirements have been met.</li> </ol> <p>The Consultant shall ensure that their services and those of all sub-consultants incorporate all subsequent changes in the requirements, including adoption of alternative requirements where existing requirements are superseded.</p>
1.2	Act in co-operation with the lead designer on the development scheme.
1.3	Ensure that designs meet the requirements of the Employers brief and that any variations to this are approved by the Employer,
1.4	Proactively see the latest required standards and details of any scheme specific funding requirements from the Employer.
1.5	Attend meetings with the Employer as required.
1.6	Participate pre-actively in any collaborative design / project management system that the Employer deems appropriate from time to time.
1.7	Attend all meetings, workshops and other events that may be organised by the Employer in connection with the project, involving meetings with residents and wider stakeholder groups as required on the project. This may involve meetings at weekends and in the evenings.
2.0	<b>Preparation and Brief (RIBA Stages 0 and 1)</b>
2.1	Visit the site, evaluate the MEPH engineering implications and in liaison with the other members of the Project Team, undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.3	Receive the Client's instructions and initial brief, including attendance at briefing meetings. Identify the client's requirements, including budget, timetable and possible constraints on development. Agree an outline timetable for the completion of the architectural services.
2.4	Establish contact with other members of the design team and arrange and chair regular meetings with them throughout the Project in order to review their input to the design process. Establish formal communication procedures and hierarchy of responsibility between the Consultants and introduce procedures to ensure that they work closely together as a team.
2.5	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.

Ref.	Scope of Service
2.6	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.7	In co-operation with the other members of the Project Team undertake such studies as may be necessary in order to submit proposals on the building services together with options and recommendations to the Employer including an anticipated programme and installation and operational costs and undertake all further work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
2.8	Undertake value management exercises.
2.9	Undertake risk assessments.
2.10	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
2.12	Visit the site and arrange for the carrying out of any investigations authorised by the Employer, interpret the results and, if necessary, make recommendations to the Employer.
2.13	Investigate the various alternatives in order to select the most suitable solution and prepare outline drawings and specifications to illustrate the proposals.
2.14	Liaise with the other members of the Project Team and undertake such further studies as may be necessary in order to submit proposals and options to the Employer including an anticipated programme and costs and undertake all work necessary to obtain the Employer's approval to proceed on the basis of the Employer approved brief.
2.18	Obtain the Employer's approval to proceed to Stage 2 which will include the preparation of detailed designs up to tender stage.
<b>3.0</b>	<b>RIBA Stage 2 Concept Design</b>
3.1	Develop the building services design within the approved cost and submit to the Employer for approval.
3.3	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.
3.4	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.5	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
3.6	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
3.7	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.8	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.9	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.10	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.11	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.

Ref	Scope of Service
3.14	Ensure that life cycle costings and environmental assessment techniques are applied to the Project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the Works being exceeded, make recommendations to the Employer and obtain instructions.
3.18	Ensure that all drawings, Employer's Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.21	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
3.22	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.23	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
3.24	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
3.25	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
3.26	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
3.27	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
3.28	In accordance with the Employer's brief complete the design of the building services up to tender stage.
3.29	In accordance with the Employers brief complete the design of the building services forming part of the Employers Requirements for M & E Installations.
3.30	Ensure the life cycle costings and environmental assessments techniques are applied to the project and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the works being exceeded, make recommendations to the Employer and obtain instructions.
3.31	Ensure that all drawings, Employers Requirements, or other documents necessary for the placing of the contract are completed and are fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
3.32	Ensure that a pre-tender cost check on the design of the building services is prepared based on the tender documentation and inform the Employer of the result of that check.
3.33	Undertake value management exercises.
3.34	Undertake risk assessments.
3.35	Obtain the Employer's approval to proceed to Stage 3.
4.0	<b>RIBA Stage 3 Developed Design</b>
4.1	Develop the building services design within the approved cost and submit to the Employer for approval.
4.2	Where applicable, co-operate with the other members of the Project Team in the preparation of a cost plan for the Project based on the overall cost approved by the Employer.

Ref.	Scope of Service
4.3	Ensure that the building services design is fully integrated with the overall design of the Project and that the Works can be completed within the amount allocated for building services in any overall cost plan and within the programmed time.
4.4	Identify major items of plant and equipment necessary for the Works and undertake investigations as to their technical suitability and availability.
4.5	To the extent considered necessary, and following consultation with, and approval by the Employer, invite pre-tender quotations for plant and equipment.
4.6	If necessary, advise the Employer of the need to appoint specialist firms to supply equipment or to design and execute sections of the Works and obtain the Employer's approval to approach the firms concerned.
4.7	Monitor the development of the scheme design against the approved cost and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instructions in sufficient time to allow corrective action to be taken.
4.8	Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
4.9	Make recommendations to the Employer on the pre-ordering of items of plant and equipment, obtain instructions accordingly.
4.10	Attend all design team meetings, report on the position of the building services and provide advice thereon to other consultants as may be necessary.
4.11	Where required, provide the Employer with drawings, specifications or other documents necessary for entering into the Works contract (or alternatively follow the procedures for the appointment of specialist sub-contractors).
4.18	Undertake value management exercises.
4.19	Undertake risk assessments.
4.20	Obtain the Employers approval to proceed to Stage 4.
<b>5.0</b>	<b>RIBA Stage 4 - Technical Design</b>
5.1	Finalise detailed Building Services designs for tender
5.2	Attend all technical and design meetings and value engineering work shops called to develop the structural proposals.
<b>6.0</b>	<b>RIBA Stage 4b - Technical Design</b>
6.1	Checking designs for "Buildability" and making necessary changes to ensure that they are "construction ready"
6.2	Finalising designs in connection with making application for building regulations approval
6.3	If any value engineering is undertaken, then preparing amended drawings to reflect final agreed designs.
<b>7.0</b>	<b>RIBA Stage 5 - Construction</b>
7.1	Review record drawings and guidance on the operation and maintenance of the Project and its services provided by the contractor and report their adequacy or otherwise to the Employer.
7.2	Ensure that the Contractor rectifies all defects within a reasonable time and report to Employer when all defects have been made good.

Ref	Scope of Service
7.3	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearing acting as witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.0	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
8.1	In the event of any adjudication, mediation (or any other form of alternative dispute resolution), arbitration or litigation resulting from the Consultant prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
8.2	Should any Latent defect arise in relation to any elements of MEPH Engineering assist the Client with required technical advice and reports highlighting the reason for failure and the required remediation works.
9.0	<b>RIBA Stage 7 - In-Use</b>
9.1	Within 12 months of handover, participate in a workshop review of the project to assess project Performance and to agree lessons learned and positive/negative aspects of the design and construction that will contribute to improvements on future projects.

# Scope of Services

## Appendix 8C.2 Design Services

### Service: Other Services



Ref	Scope of Service
<b>1.0</b>	<b>Acoustic Engineer</b>
1.1	Undertake acoustic engineering services in connection with the architectural and building services installations to ensure that noise impact is minimised through design and that the project complies with Approved Document E (Resistance to the passage of sound) of the Building Regulations.
<b>2.0</b>	<b>Transport Consultant</b>
2.1	The scope of services provided by the civil engineer or transport consultant will include a review of all junction and access road designs including the submission of detailed design information to discharge planning conditions and obtain section 38 approvals.
<b>3.0</b>	<b>Flood Risk Consultant</b>
3.1	<p>The appointed Flood Risk Consultant will provide the following services:</p> <ul style="list-style-type: none"> <li>- Prepare a flood risk desk top report with recommendations based on the current status of the Flood Alleviation Scheme.</li> <li>- Liaise with The Environment Agency.</li> <li>- Prepare a proposal to meet The Environment Agency requirements and satisfy the Planning Authority</li> <li>- Prepare and coordinate a submission for a Section 30 Agreement with the Environment Agency.</li> <li>- Prepare and coordinate information to obtain a Flood Defence Consent.</li> </ul>
<b>4.0</b>	<b>Building and Land Surveyor</b>
4.1	<p>The appointed Building and Land Surveyor will provide the following services:</p> <ul style="list-style-type: none"> <li>- With reference to the existing site topographical survey provide an updated topographical survey of the site including highways information for the proposed road junction to meet the requirements of the design team.</li> <li>- Undertake condition survey of the existing building to inform the works and capital expenditure required</li> </ul>
<b>5.0</b>	<b>Landscape Architect</b>
5.1	Undertake landscape design services in connection with the project and as set out in the Project Brief.



## Appendix 8D

### Specialist Testing Services

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

## 1 Qualifications

At the time of tendering and throughout the duration of the AGP Framework the Specialist Testing Consultant (STC) shall be an independent test institute accredited for the testing of synthetic turf fields by the following international sports federations:

- FIFA
- World Rugby
- FIH

At the time of tendering the STC shall also be able to undertake the following tests using in-house resources that follow the quality management and calibration procedures of ISO 17025:

- California Bearing Ratio of formations in accordance with BS 1377-9 or using a Dynamic Cone Penetrometer in accordance with BS 5930
- Spot levels to determine layer thicknesses, slopes and profiles
- Surface modulus of sub-bases using Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2
- Water permeability for base constructions and playing surfaces in accordance with BS EN 12616 and or ASTM F2898.
- Sports lighting checks in accordance with the requirements of section 2.5 this document


At a date no later than 1 April 2024 and thereafter throughout the duration of the AGP Framework, the STC shall ensure that the tests listed above are formally included in their ISO 17025 (UKAS or similar) accredited testing schedule.

For the duration of the AGP Framework the STC shall remain commercially independent of all Framework Suppliers, synthetic turf manufacturers and sports field contractors, and shall not participate in any design or consultancy works related to an AGP Framework project. In addition, and to ensure transparency, the STC shall provide confidential quarterly reports to the Football Foundation listing any testing or consultancy projects undertaken for any Framework Supplier. If the Football Foundation becomes concerned that the STC's impartiality could be comprised by a disproportionate amount of work being undertaken for one or more Framework Suppliers, they reserve the right to review and terminate the STC's role within the AGP Framework 2020.

Each key stage inspection, listed in Section 2, shall be undertaken by a technician that has either a degree in civil engineering or at least five years' experience within the synthetic turf sports pitch construction sector.

The STC shall ensure that if a Project involves work with, or there is potential for interaction with, children, young people and/or adults at risk, it must also have an appropriate safeguarding policy and procedure. The Supplier will also obtain all approvals and licences and any profile checks required by law.

The STC shall have suitable Professional Indemnity Insurance for the key stage inspection and testing of synthetic sports pitches. The minimum level of cover shall be £2,000,000.

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

## 2 Scope of services

### 2.1 Key stage inspections

The STC shall undertake the following key stage inspections, as appropriate for the specific project. The timing of inspections shall be as agreed with the Framework Supplier (see clause 2.7).

The results of each key stage inspection shall be assessed for compliance with the Design Proposals and the relevant sections of the AGP Framework Employer's Requirements. The STC shall format the results of the inspection in a report to be shared with relevant stakeholders, with conclusion as to the ability to proceed to the next key stage. The report should be issued by the STC within five working days of the inspection. In the event of any defects / non-conforming items of work being identified, these shall be notified to the Framework Supplier within one working day of the inspection.

#### 2.1.1 Formation & drainage

California Bearing Ratio testing of formation layer should be undertaken in accordance with BS 1377-9 or using a Dynamic Cone Penetrometer in accordance with BS 5930.

CBR tests shall be undertaken every 500m<sup>2</sup> (with a minimum of four measurements per site) and be evenly spaced across the whole site. Additional tests should be made in any areas of concern to the STC.

Checks shall be made to ensure:

- The nominal dimensions of the pitch are in accordance with the Concept Design Brief.
- The formation is free from mud or slurry and has no areas of freestanding water.
- The formation is free of all vegetation.
- there are no excessive ruts or undulations.

Formation levels shall be measured on a 10m x 10m grid using adequate calibrated surveying equipment.

The position, spacing and gradients of drainage channels and collector drains shall be checked and compared to the Framework Supplier's Design Proposals.

#### 2.1.2 Sub-base & kerb edgings

The dimensions of the footprint shall be checked using a calibrated steel tape measure, ensuring the Framework Supplier is building the pitch in accordance with the project brief.

Perimeter edgings shall be checked for line, level and quality of installation.

The Surface Modulus of the sub-base using a Light Weight Deflectometer (LWD) in accordance with BS 1924 Clause 9.2 shall be measured on a 20 x 20m grid and in any areas of concern to the STC.

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

Measurements to determine if the correct sub-base depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the sub-base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

The levels of the kerbing should be checked using adequate calibrated surveying equipment recorded at every 20Lm.

### 2.1.3 Base

The surface regularity of the base shall be fully checked to determine compliance with the Employer's Requirements and requirements for the finished pitch.

If appropriate, measurements to verify the correct asphalt depth has been installed shall be made on a 10m x 10m grid and in any other areas of concern to the STC.

The water permeability of the base shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the field and in any other areas of concern to the STC.

The levels of the base shall be measured on a 10m x 10m grid to determine the slope, profile and deviation from design levels.

*Note – when an unbound aggregate base is being used the checks on the sub-base and base may be combined.*

### 2.1.4 Shockpad

If a shockpad or elastic layer is being installed it shall be checked for surface regularity, and water permeability, as described in clause 2.1.3, above.

The shockpad thickness shall be checked on a 10 x 10m grid in accordance with BS EN 1969.

The water permeability of the shockpad shall be measured in accordance with BS EN 12616 or ASTM F2898. Tests shall be made centrally in each quarter of the pitch and in any other areas of concern to the STC.

Tensile Strength testing of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with BS EN 12230.

Shock Absorption / Deformation of 2Nr samples taken from the pitch footprint should be tested in the laboratory in accordance with EN 14808 / EN14809.

## 2.2 Quality control checks

### 2.2.1 Aggregate & infill materials checks

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

Working in conjunction with the Framework Supplier, the STC shall develop and implement an audit trial to allow the quality of all aggregate and infill materials delivered to be site to be verified as being in accordance with the AGP Framework Employer's Requirements and the Design Proposals. The materials to be audited shall include:

- Granular fill for formations
- Drainage trench back-fill
- Sub-base aggregates
- Base blinding layer aggregates
- Asphalt mixes

## 2.2.2 Shockpads

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the shockpad installed on a pitch is in accordance with the requirements of the AGP Framework Employer's Requirements and the Design Proposals.

## 2.2.3 Synthetic turf carpet

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust audit trial and/or sampling protocol to enable them to check and confirm that the synthetic turf carpet installed on pitches is in accordance with the requirements of the AGP Framework Employer's Requirements and the Design Proposals.


## 2.2.4 Synthetic turf carpet joints

Working in conjunction with the Framework Supplier, the STC shall develop and implement a robust sampling protocol to enable them to check and confirm that the quality of synthetic turf carpet joints is in accordance with the requirements of the AGP Framework Employer's Requirements and the Design Proposals.

## 2.3 Inspection of ancillary works

During each site visit an inspection of all ancillary works being undertaken on the site shall be made. The inspections shall be designed to ensure that the STC can advise if the ancillary works are being undertaken to the required quality standards, in accordance with the AGP Framework Employer's Requirements and the Design Proposals.

## 2.4 Field testing and certification

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

Within one ten working days of a field being completed the STC shall arrange for it to be tested and reported to the relevant international sports federation (where appropriate) in accordance with the following Standards and quality programmes. Testing shall be undertaken in accordance with the edition of the Standard applicable at the time the field is built.	Pitch size	Standard
Football	11 v 11	FIFA Quality Programme for Football Turf Handbook of Requirements for Football Turf
Small sided fields	BS EN 15330-1 Clause 5.3.2. In addition, product identification tests, as specified in the field testing requirements of the FIFA Quality Programme for Football Turf, shall be undertaken	
Rugby	All pitches	Rugby Turf Performance Standard
Hockey	Full size	FIH Quality Programme for Hockey Turf FIH Hockey Turf and Field Standards Part 3
Small sided fields	BS EN 15330-1 Clause 5.3.1. In addition, product identification tests, as specified in the field testing requirements of the FIH Quality Programme for Hockey Turf, shall be undertaken	
Fields with multi-sport markings:	All pitches	Relevant standards for the sports to be played, as detailed above

## 2.6 Snagging list

In addition to the formal testing of the pitch and lighting systems at completion the STC shall undertake a detailed inspection of all items of the works and prepare a snagging report for the FMC. This shall be based on, but not be limited to, the details given in Appendix A.

## 2.7 Scheduling of inspections and tests

### 2.7.1 Scheduling of inspections

The STC shall be responsible for organising and scheduling site inspections and field tests in conjunction with the Framework Supplier, Framework Management Consultant and, once the pitch has been handed over, the site operator.

The Framework Supplier should give a minimum of two working days' advance notice of when a particular stage of the works will be ready for inspection, and the STC will then ensure the inspection is carried out on the agreed date. (Notifications given after 3.00pm shall be considered as being given the following day).

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

Lighting tests shall not be undertaken when it is raining or foggy. The STC shall have responsibility for ensuring the weather forecast for the proposed testing time is suitable.

If the sports lighting hours of operation are limited by planning conditions, the lighting test shall be undertaken within the prescribed operational hours. If this is not possible, the STC shall seek dispensation from the relevant planning authority to test the lights when it is dark.

#### 2.7.2 Reimbursement of costs due to failure to complete an inspection

If the STC attends site on the agreed date and finds that the works are not complete so the inspection cannot be fully carried out necessitating a further visit, the abortive visit costs incurred by the STC, including all expenses, shall be borne by the Framework Supplier.

If the STC fails to attend site at the agreed nominal time and date and this results in the Framework Supplier having to reschedule planned works, experience downtime or other delays, the STC shall be liable for any costs incurred by the Framework Supplier. The costs of any downtime or rescheduling costs shall be agreed between the Framework Supplier, STC and the Framework Management Consultant and be recharged directly by the Framework Supplier to the STC.

In the event of an item of construction, or the pitch on completion, failing to comply with the appropriate AGP Framework quality and performance standards or the Design Proposals, the STC shall return to the site following the rectification of the defects and make the necessary checks and tests to verify the stage of construction is now complying with the appropriate quality and performance standards. The costs of any return visits shall be as detailed in the STC's AGP Framework schedule of rates and shall be recharged directly to the Framework Supplier by the STC.

#### 2.8 Reporting


The results of all inspections shall be formally reported to the Framework Supplier and Framework Management Consultant within five working days of the inspection. In the event of any defects or non-conforming items of work being identified these shall be notified to the Framework Supplier and Framework Management Consultant by email within one working day of the inspection.

The results of field tests shall be reported either to the relevant international sports federation (when their certification of a pitch is required) and/or the Framework Management Consultant, as appropriate within two working weeks of the field test. If a field test identifies defects or non-conforming items of work these shall be notified to the Framework Supplier and Framework Management Consultant by email within three working days of the field test.

#### **Appendix A – example of snagging items to be checked during initial field test**

AGP Framework 2024-2028			
Scope of Services	Specialist Testing Consultant	V1	
Drainage system	<ul style="list-style-type: none"> <li>➤ Are there any signs that water has been standing on the field?</li> <li>➤ Are all the visible drainage channels clean without debris in them?</li> <li>➤ Has the outlet of the drainage system been constructed to a satisfactory standard?</li> <li>➤ Are there inspection chambers to allow access to the sub-field drainage system?</li> </ul>		
Football Turf field	<ul style="list-style-type: none"> <li>➤ Having inspected the whole pitch and considered the following specific points do you consider the playing surface to have been installed adequately? <ul style="list-style-type: none"> <li>• Is the pile of the carpet standing upright?</li> <li>• Is any of the pile of the carpet trapped within the infill?</li> <li>• Are there any looped pile fibres?</li> <li>• Are there excessively long pile fibres?</li> <li>• Are there loose pile fibres on the surface? If there are, are they due to tuft loss or carpet trimming.</li> </ul> </li> <li>➤ Is the depth of infill correct and consistent across the pitch?</li> <li>➤ Are areas that are under filled or over filled?</li> <li>➤ Are the penalty spots and corner arcs adequately filled?</li> <li>➤ Have all the carpet joints been well made. Did you find any of the following? <ul style="list-style-type: none"> <li>• Sections of jointing that have failed.</li> <li>• Wide carpet joints meaning that they are clearly visible (possibly due to a line of infill)?</li> <li>• Delamination of the penalty spots?</li> <li>• Adhesive beads</li> </ul> </li> </ul>		
Line markings	<ul style="list-style-type: none"> <li>➤ What line markings are on the field?</li> <li>➤ Are they permanent or temporary (painted markings)?</li> <li>➤ Do the markings comply with the relevant Laws of the Game?</li> <li>➤ Are the lines straight (when appropriate)?</li> <li>➤ Are inlaid lines bonded in place adequately (considering the points listed above for the carpet joints)?</li> </ul>		
Goals & sports equipment	<ul style="list-style-type: none"> <li>➤ How many full-size goals are present on the field?</li> <li>➤ How many small-sided goals are present on the field?</li> <li>➤ Are the goals socketed or free standing?</li> <li>➤ If the 11 a-side goals are fixed, are the sockets correctly located to allow compliance with the Laws of the Game?</li> <li>➤ If the goals are free standing what method of anchoring is provided to ensure the goals cannot topple forward if force is applied to the cross bar?</li> <li>➤ Are the full size goals certified to BS EN 748?</li> <li>➤ Are the small-sided goals certified to BS EN 16579?</li> <li>➤ Are nets attached to each goal and are they intact with no rips, etc?</li> <li>➤ If the goals are powder coated or painted is the coating intact with no scuff marks or scratches that penetrate through the coating or make the goal look unsightly?</li> </ul>		



<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

- Are the post sockets and footings flush with the base of the field (so they do not form a risk to any player falling on them)?
- Corner flags
  - Are four corner flags and poles present on the field?
  - Are the flag sockets flush with the base of the field (so they will not form a risk to any player falling on them if the post is not in place)?
- Perimeter fencing
  - Please describe the type of fencing installed on each side of the field:
    - Approximate height
    - Mesh / ball catch netting type
    - Diameter of mesh wire / twine
    - Profile of fence posts
    - Spectator rail (if applicable)
    - Straining wires or method of tensioning mesh
- Access & gates
  - Is the fencing on each boundary vertical and in a straight line?
  - Are there sharp wire ends that could cause injury to players or spectators?
  - Is the fencing mesh anchored at ground level to prevent animals getting under the fence and on the field?
  - Are the infill containment barriers fitted correctly?
  - How many entrance gates are present?
  - Does each entrance have containment grills to capture any infill being carried out of the pitch?
  - How wide are the entrances to the field?
  - Does at least one gate allow maintenance and emergency vehicle access to the field?
  - Do the gates have provision for locking to secure the field?
  - Do the gates open outwards from the field?
  - Do any double gates have drop bolts to enable them to be retained in an open position?
  - Are boot cleaning brushes present at the main player access points to the field?
  - Are the main vehicle and player access ways to the field paved to prevent dirt being walked onto the playing surface?
  - In your opinion, have all paved areas been constructed and left in a suitable condition? If not, please provide details.
- Perimeter edging details
  - Are the edgings to the field straight and finished to an acceptable standard?
  - Are the edgings to the field set at the correct height in relationship to the playing surface?
  - What is the makeup of the surrounds to the field, grass, paving, etc?
  - If the surrounding ground slopes towards the field is there adequate provision to prevent storm water running down onto the field?
  - If the field has grass/soil surrounds is there suitable provision (e.g. gravel strip with mowing kerb or similar) to minimise the

<b>AGP Framework 2024-2028</b>			
<b>Scope of Services</b>	<b>Specialist Testing Consultant</b>	<b>V1</b>	

risk of the playing surface being contaminated by the encroachment of grass or weeds and to enable the easy maintenance of the surrounds?

Reinstatement

- Have all areas outside the pitch that have been affected by the construction of the field been adequately tidied up and reinstated?
- Reinstatement should include:
  - Removal of all surplus construction materials and waste.
  - Removal of all rock, soil and other materials deposited during the profiling of the site.
  - Grading of the ground to provide smooth transitions from the disturbed areas to the surrounding ground.

Maintenance equipment

- Please list the equipment left for the maintenance of the Football Turf surface.
- How much spare performance infill has been left to allow localised topping up of high use areas of the field?
- Has a maintenance manual and maintenance log been supplied to the field operator?
- In your opinion, does the field operator have an adequate understanding of the maintenance requirements for the field?
- Is the system commissioned and operational?
- In your opinion has the system been installed in a manner that will not compromise the safety of players and other users of the field?
- Does the field operator have a full understanding of how to operate the system?

## Appendix 8E

### Detailed End-to-End Process



# 2024-2028 AGP Framework

## End to End Process

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### Project Viability

The Football Foundation Delivery Manager (DM) carries out initial project viability check and provides a link to the AGP Framework Guidance and Documentation for review by the Client.

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### STAGE 1

#### Step 1

The Client confirms they have reviewed the guidance documentation and are happy to proceed and provides the DM with Security of Tenure documents.

The DM produces Project Information Document (PID) and completes using available information.

The DM informs the FF Technical Project Manager (TPM) via e-mail and copies in Technical Project Executive (TPE).

#### Step 2

The Project is entered into the Framework and added to the Framework Tracker by the TPE.

The TPM instructs the Framework Design Consultant (FDC) to carry out a Desk Top Review and Utility Search of the site to aid brief/feasibility of the project.

The FDC provides a fee to undertake Standard Site Surveys.

TPE issues Joining Agreement for signature by Client.

#### Step 3

The TPM visits site to run through the Framework process with the Client and gather further information to develop the PID.

Client returns signed Joining Agreement to TPE.

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### STAGE 2

#### Step 4

TPM completes PID and instructs FDC to undertake Standard Site Surveys up to £10k for new build and £12.5k for refurb. Any additional survey costs over and above to be approved by Senior Framework Manager (SFM).



# 2024-2028 AGP Framework

## End to End Process

FDC provide Standard Site Surveys and set fee to undertake the Detailed Design Phase and Planning Application process.

TPE issues Form of Order which is signed and returned by FDC.

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### STAGE 3

#### Step 5

The FDC issues Third Party Warranty to Client.

On receipt of signed Warranty the FDC arranges the kick off meeting to discuss design and programme with Client and FF TPM before proceeding with the Detailed Design Phase and Planning Application.

#### Step 6

The FDC advises of any additional surveys required for the planning application and associated cost for review/approval by FF and Client.

#### Step 7

The FDC carries out any further surveys required for planning application and undertakes Detailed Design Phase.

The FDC to provide planning application for review / sign off by the Client and TPM.

#### Step 8

The FDC as Planning Agent submits Planning Application and responds to any planning queries /requests for further information/surveys from the Local Planning Authority.

#### Step 9

Once planning permission is granted the FDC begins the process of discharging any pre-commencement conditions.

#### Step 10

Once all pre-commencement conditions are discharged the project is passed from the FDC to the Framework Managing Consultant (FMC) via instruction by the TPM. TPM issues relevant design and planning documents to FMC.



# 2024-2028 AGP Framework

## End to End Process

### Step 11

The TPM instruct the TPE to issue Form of Order for agreed framework fee which is signed and returned by the FMC.

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## STAGE 4

### Step 12

The FMC issues Third Party Warranty to Client.

On receipt of signed warranty FMC produces tender documentation and issues single stage tender to AGP Suppliers.

### Step 13

AGP Suppliers submit tender return with Guaranteed Maximum Price (GMP).

GMP is based on receiving the contract award no later than 60 days post Panel.

FMC completes tender evaluation based on Most Economically Advantageous Tender (MEAT) criteria and issues tender report and recommendation for approval by Client and TPM.

*Note: Tender exercise is to be completed prior to application submission to the Foundation, this will result in tender prices being held for a maximum of 6 months.*

### Step 14

The FMC notifies the preferred Supplier within 30 days of tender submission, with contract subject to grant approval.

The Supplier has the opportunity to engineer/amend the design prior to contract award.

Any amendments must be approved by the Client and FF prior to the submission of a non-material planning amendment (NMA) to the LPA.

### Step 15

Grant Application is submitted to the Football Foundation and assessed before presentation to The Football Foundation Grants Panel.



# 2024-2028 AGP Framework

## End to End Process

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### STAGE 5

#### Step 16

A Grant offer is made and accepted and conditions of award discharged.

If the NMA is approved or there is a design change from the preferred Suppliers tender submission that results in a cost saving this is to be shared 50/50.

The FMC prepares and issues JCT Design & Build contract and FMC arranges pre-start meeting with Client, TPM and Supplier.

The project is to start on site no later than two months from date of contract award (If NMA is not approved by this date, project to proceed as per original Planning Permission).

#### Step 17

Specialist Testing Consultant (STC) is notified by the Supplier of project commencement date.

TPE issues Form of Order for agreed framework testing fee which is signed and returned by STC.

#### Step 18

The Signed JCT Design and Build Contract is issued to the Client.

The Supplier undertakes construction.

The STC carries out Key Stage Inspections and testing during the construction phase.

#### Step 19

The FMC Administrates the Building Contract undertakes progress meetings and processes monthly interim valuations.

The Supplier raises an invoice for completed works and the Client submits an online claim to the FF to draw down the grant award from the FF.

#### Step 20

The Supplier, in conjunction with the Client, ensures that all remaining planning conditions are discharged.

It is the responsibility of the Supplier to ensure that all conditions are discharged ready for handover of the project to the Client.



# 2024-2028 AGP Framework

## End to End Process

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### STAGE 6

#### Step 21

On or before completion the STC carries out appropriate Field Test and the FMC undertakes a handover inspection, checks O&M manuals and warranty and issues copies to the Client.

The FMC conducts a completion review prior to pitch handover.

#### Step 22

The TPM issues project feedback forms to Client, Supplier, FMC and STC at handover for completing and return within 15 working days.

TPM to provide completed forms to TPE.

#### Step 23

TPM to collate completion documentation, ensure all grant conditions are discharged and agree project final account with Client.

Once agreed TPM to prepare and approve final grant Payment to Client.

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### STAGE 7

#### Step 24

The FMC monitors any defects during the 12 months defects period and ensures they are remedied by the Supplier as per terms and conditions of the contract.

The FMC issues the necessary paperwork to close out the project at the end of the 12 months.



## Appendix 8F

FAC-1 Briefing Paper



## FAC-1 FRAMEWORK ALLIANCE CONTRACT BRIEFING PAPER

Professor David Mosey, Centre of Construction Law, King's College London

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### What is the FAC-1 Framework Alliance Contract?

The **FAC-1 Framework Alliance Contract** was published by the Association of Consultant Architects in June 2016 and is a standard form unlike any other, creating a stable platform for innovation and collaborative working in any jurisdiction and across any type of works, services and supplies. It can be purchased in hard copy from bookshops and from the Association of Consultant Architects (**01959928412**, email-office [@acarchitects.co.uk](mailto:@acarchitects.co.uk)) who will also advise on its electronic availability.

This is an interim Briefing Paper. A Guide to **FAC-1** is due to be published in July 2016 followed by the related **TAC-1** Term Alliance Contract.

Developed through wide-ranging consultation and analysis of trial projects, **FAC-1** provides a new means to adopt and embed improved working practices while retaining flexibility as to the choice of accompanying project contract forms.

**FAC-1** and its Guide are designed to provide an accessible and versatile basis for any framework and alliance, enabling:

- preparatory procedures for the award of projects;
- shared knowledge and techniques between teams and across industry sectors;
- better procurement with reduced drafting costs and bid costs;
- improved working practices at all levels of the supply chain.

The **FAC-1 Framework Alliance Contract**:

- enables a *Client* (and potentially *Additional Clients*) to enter into *Project Contracts* for works, services or supplies through the implementation by an *Alliance Manager* of a *Direct Award Procedure* and/or *Competitive Award Procedure*;
- appoints all *Alliance Members*, including the *Alliance Manager*, under a single multi-party contract;
- provides a contractual system for the *Client* to issue early *Orders* instructing works, services or supplies in advance of award of a *Project Contract*, without the cost or risk involved in bespoke letters of intent;
- creates a collaborative *Alliance* between the *Client*, the *Alliance Manager* and all contractors, consultants or suppliers appointed as *Alliance Members* so that they can work together to achieve greater efficiency, cost savings and other *Improved Value*.

**FAC-1** provisions include:

- shared *Objectives*, *Success Measures*, *Targets* and *Incentives* among the *Client* and all other *Alliance Members*;
- a *Core Group* to review new proposals and undertake non-adversarial dispute resolution;
- a *Direct Award Procedure* and/or *Competitive Award Procedure*, each leading to *Project Contracts* based on a set of agreed *Template Project Documents*;
- links to Building Information Modelling (*BIM*) in the *Framework Documents* and *Template Project Documents*;

- links to the proven *Supply Chain Collaboration* system to achieve *Improved Value* among *Alliance Members*, each within agreed timescales;
- a shared *Framework Brief* with separate confidential agreement of each *Alliance Member's Framework Prices* and *Framework Proposals*;
- joint *Risk Management* using a shared *Risk Register*;
- provision for expansion of the *Alliance* to include *Additional Clients* and other *Additional Alliance Members* under a standard form *Joining Agreement*;
- a separate schedule for the *Legal Requirements* of any country and *Special Terms* agreed by *Alliance Members*.

## Background

In early 2015 the Association of Consultant Architects (“ACA”) invited the King’s College London Centre of Construction Law to create a new form of *Framework Alliance Contract*.

A draft *Framework Alliance Contract* was produced in July 2015 and was sent to over 120 organisations for review and consultation. Feedback was discussed at a conference organised by the ACA in October 2015, with agreed amendments incorporated following that conference and following additional consultation responses.

An Open Forum conference organised by the King’s College London Centre of Construction Law in February 2016, together with additional recommendations emerging from that conference, represented the final stage of consultation that informed the publication of **FAC-1** in June 2016.

## Why a new standard form?

Clients and teams can improve value under a framework or alliance, using a pipeline of work to build on their experience and establish more efficient working practices, without the need to re-procure a new team for every project.

But if each framework or alliance agreement is a bespoke document, it is more costly for clients to initiate and harder for framework teams to understand and bid against. If clients do not offer a consistent approach, it is also harder to compare value and to embed good practice.

## Project contracts and standard forms

*Improved Value* can be created at a strategic level using collaborative systems that precede the award of individual *Project Contracts*. The *Framework Alliance Contract* is not itself a *Project Contract* form and is designed for use with any one or more *Project Contract* forms.

For example, the *Framework Alliance Contract* is compatible with all and any combination of the following standard form project contracts:

- any of the FIDIC/ICC/JCT/NEC/PPC contract forms, sub-contracts and term contracts;
- any of the ACA/ACE/CIC/FIDIC/JCT/NEC/RIBA/RICS consultant appointments.

## Successful frameworks and alliances

The **FAC-1** *Framework Alliance Contract* builds on the experience of successful frameworks and alliances.

For example, its use of *Supply Chain Collaboration* enables a new approach to engagement with tier 2/3 sub-contractors, manufacturers and suppliers that has been tested in practice and that has been shown to be compliant with the Public Contracts Regulations 2015.

This has led to demonstration of *Improved Value* through:

- greater engagement of local and regional businesses;
- new local and regional employment and skills initiatives;
- recycling and other *Sustainability* initiatives;
- positive feedback from *Users* and *Stakeholders*.

**FAC-1** is based on best practice guidance drawn from analysis of results achieved on frameworks and alliances documented in:

- Effectiveness of Frameworks, part of the UK Government 2011 Construction Strategy;
- Infrastructure Client Group Alliancing Best Practice 2014 and Alliancing Code of Practice 2015;
- Effective Construction Frameworks, Local Government Association 2016, and related guidance issued by the National Association of Construction Frameworks.

Alliancing through multi-party arrangements with shared goals should be a feature of every framework. **FAC-1** creates a single multi-party framework alliance between the *Client*, *Alliance Manager* and all other *Alliance Members* so that they work more effectively in direct relationships with each other.

**FAC-1** also provides the basis for alliancing by contractors, consultants and suppliers working on complementary or related *Projects*. It reflects, for example, the following recommendations of the Infrastructure Client Group Alliancing Code of Practice:

- **Governance**  
“A proposed management structure for the alliance ... set out and ... a clear representation of the leadership roles required.”
- **Supply Chain Collaboration**  
“Extended supply chain members ... engaged at an early stage to harness their capability and secure their input into the programme and project delivery strategy.”  
“Responsibility for integration of the extended supply chain ... defined within the management team.”  
“A consistent supply chain engagement process ... established ensuring that the supply chain sees a consistent and equitable approach across all aspects of procurement.”
- **Duration**  
“The duration of the alliance is clearly defined and an initial exit strategy is in place providing for effective close-out of the alliance.”
- **Timetable**  
“An end-to-end delivery process ... that provides a clear route for the programme or project to progress, including key gateways and milestones.”

## Procurement models and prices

**FAC-1** is compatible with any project procurement model under its *Direct Award Procedure* and *Competitive Award Procedure*. For example, it can support:

- traditional or design and build or construction management procurement models, with any level or combination of contributions from design consultants, tier 1 contractors and tier 2/3 sub-contractors/suppliers
- integration of contributions under an alliance comprising different specialists working under related *Project Contracts*
- integration of the capital and operational phases of each *Project*.

For early involvement of tier 1 contractors and tier 2/3 sub-contractors and suppliers, **FAC-1** draws on evidence obtained from the UK Government “*Trial Projects*” through use of the “*Two Stage Open Book*”, “*Cost Led Procurement*” and “*Integrated Project Insurance*” procurement and delivery processes.

Limited early involvement on a *Project* can be achieved under the *Framework Alliance Contract* by issue of *Orders* in respect of *Pre-Contract Activities*. *Orders* need to be integrated with the terms of the relevant *Project Contracts* and are not a substitute for a more structured approach to early tier 1/2/3 contractor involvement.

*Framework Prices* will vary according to whether the *Framework Alliance Contract* governs the appointment of consultants, tier 1 contractors, tier 2/3 sub-contractors/manufacturers/suppliers or a combination of different roles and disciplines.

There is an option for *Framework Prices* (which are confidential as between the *Client* and each other *Alliance Member*) to identify *Profit* and *Overheads* and for *Agreed Prices* in respect of each *Project* to be established on an *Open-Book* basis, both of which will be essential in order to gain *Improved Value* from joint *Alliance Activities*.

There is provision for agreed payment in respect of *Pre-Contract Activities* and *Alliance Activities*.

### Building Information Modelling

**FAC-1** provides the option for Building Information Modelling (*BIM*) to underpin the agreed approaches to design, supply chain engagement, costing, *Risk Management* and programming set out for example:

- in relation to the *Framework Programme* in the *Framework Documents*
- in relation to each *Project* in the *Template Project Documents*.

### Consultation on FAC-1

**FAC-1** has been subject to extensive industry consultation in the UK and other jurisdictions. Contributions have been received from over 120 leading clients, contractors, consultants, lawyers and academics:

- “*This revolutionises the value of frameworks – and keeps them alive throughout the term*” - Antony Silk, Director of Procurement, Amicus Horizon
- “*I like the style which is easy to read. I also like the concept of the Framework Alliance which draws the parties together*” - David Ferroussat, Infrastructure Procurement Director, Heathrow Airport
- “*I like the idea of a standard Framework Alliance Contract, especially one that can be used with other forms of contract*” - Gareth Stephens, Associate Commercial Director, Mulalley Construction
- “*This is an excellent contract. It is a working tool rather than something you sign at the start and forget about*” - Jason Russell, Assistant Director of Highways, Surrey County Council
- “*The development of the Framework Alliance Contract is a most welcome initiative*” - Ellis Baker, Head of Construction and Engineering, White and Case.

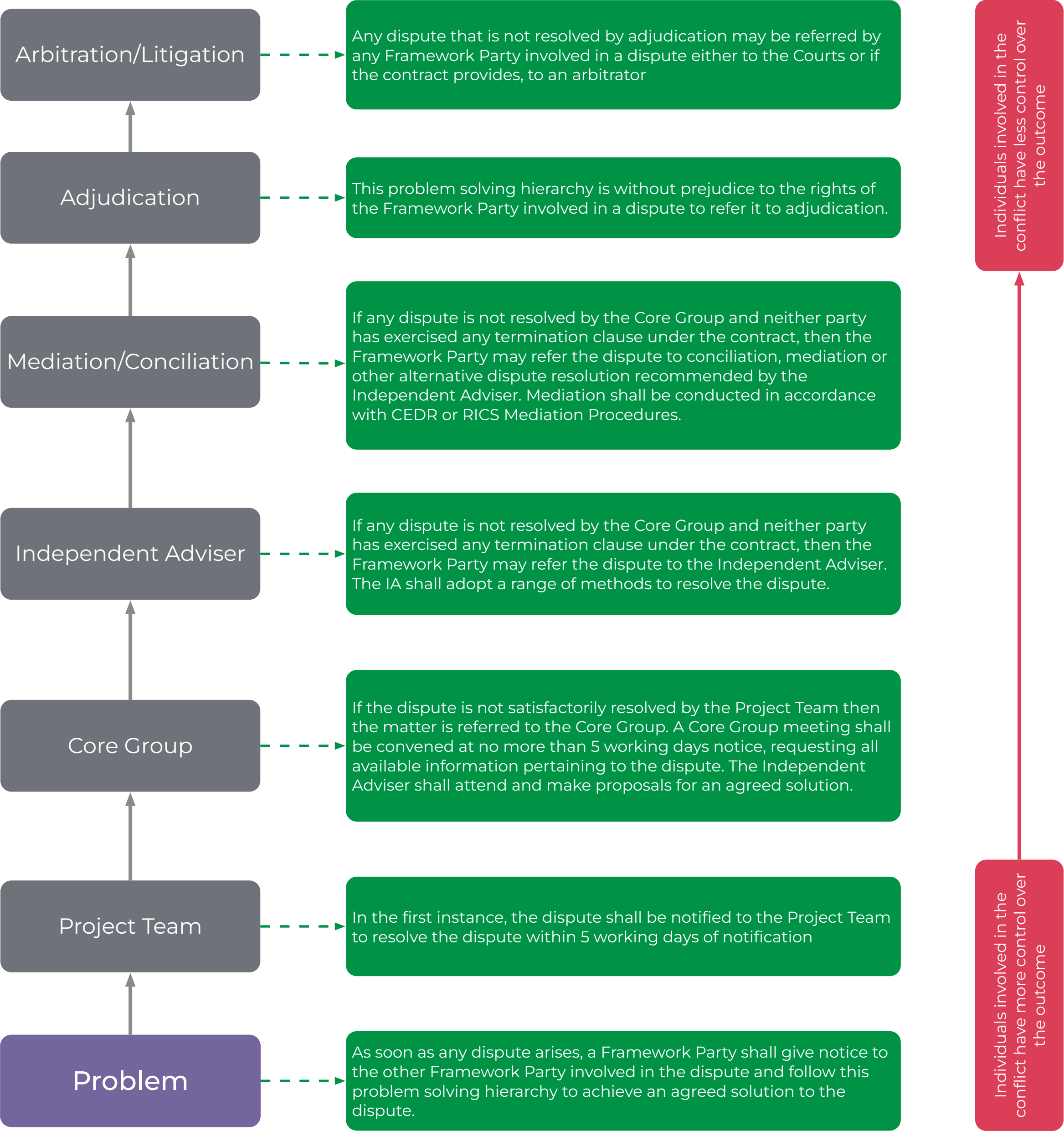
A full list of the Consultation Group members and examples of their feedback will be published as part of the **FAC-1** Guide.

## Appendix 8G

### Problem Solving Hierarchy

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## Problem Solving Hierarchy



## **Schedule 9**

### **Framework Proposals**

The *Framework Proposals* shall be held by the *Client* and the *Framework Proposal* relevant to each *Provider, Consultant* and *Alliance Manager* shall be shared and distributed in accordance with Clauses 1.12 and 1.13 of the *Framework Alliance Contract*.