

## Agreement

This Agreement is made the 16<sup>th</sup> July 2019.

Between

The Employer MIDDLEWICH HERITAGE TRUST

\_\_\_\_\_ (Company No. 09441581)<sup>[1]</sup>

of/whose registered office is at ROOM 1, VICTORIA BUILDING, LEWIN ST  
MIDDLEWICH, CHESHIRE. CW10 9AS.

And

The Contractor QUADRIGA LTD

\_\_\_\_\_ (Company No. 2989538)<sup>[1]</sup>

of/whose registered office is at GADBROOK HOUSE, GADBROOK PARK  
RUDHEATH, NORTHWICH, CHESHIRE CW9 7RG.

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

## Recitals

### Whereas

**First** the Employer wishes to have the following work carried out<sup>[2]</sup>:

GANTRY REMOVAL, REPAIR OFFSITE AND REINSTATEMENT

WORK TO THE ROOF FOR GANTRY, REMOVE REDUNDANT SUPPORTS  
(WORK AS OUTLINED IN TENDER DOCUMENT).

at BROOKS LANE, MIDDLEWICH, CHESHIRE CW10 9JG.

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

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

the drawings numbered/listed in THE TENDER SPEC ('the Contract Drawings')<sup>[3][4]</sup>

a Specification ('the Contract Specification')<sup>[3]</sup>

Work Schedules<sup>[3]</sup>

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents')<sup>[5]</sup> are annexed to this Agreement<sup>[6]</sup>;

**Third** the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules or with a Schedule of Rates<sup>[3]</sup>;

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

**Fifth** for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

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[2] State nature and location of intended works.

[3] Delete as appropriate.

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

[5] It is envisaged that in those cases where there is an applicable BIM or other communications protocol this will be included within one of the Contract Documents identified in the Second Recital.

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

## Articles

### Now it is hereby agreed as follows

#### Article 1: Contractor's obligations

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

#### Article 2: Contract Sum

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

FIFTY SEVEN THOUSAND, EIGHT HUNDRED AND SEVENTY  
POUNDS AND FIVE PENCE (£ 57, 870 .05) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

#### Article 3: Architect/Contract Administrator

For the purposes of this Contract the Architect/Contract Administrator<sup>[7]</sup> is

BUTTRESS  
of 41 BENGAL STREET, MANCHESTER  
M4 6AF.

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

[7] Unless the person appointed by or under Article 3 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint himself to the role without the Contractor's prior agreement.

#### Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator

(or)<sup>[8]</sup> MIDDLEWICH HERITAGE TRUST

of ROOM 1, VICTORIA BUILDING, LEWIN STREET

MIDDLEWICH, CHESHIRE CW10 9AS.

or such replacement as the Employer at any time appoints to fulfil that role.

#### Article 5: Principal Contractor

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

(or)<sup>[8]</sup> QUADRIGA CONTRACTS LIMITED.

of GADBROOK HOUSE, GADBROOK PARK, RUDHEATH

NORTHWICH, CHESHIRE CW9 7RG.

or such replacement as the Employer at any time appoints to fulfil that role.

#### Article 6: Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2.<sup>[9]</sup>

#### Article 7: Arbitration

Where Article 7 applies<sup>[10]</sup>, then, subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR)<sup>[11]</sup>. The exceptions to this Article 7 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and

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[8] Insert the name of the Principal Designer in Article 4 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.

[9] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

[10] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 7 and Schedule 1 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.8).

[11] See the Guidance Notes.

## Contract Particulars

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

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	<u>16<sup>th</sup> APRIL 2019.</u>
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	* Employer at the Base Date <del>is a 'contractor'</del> is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations <sup>[12]</sup>	* the project <del>is/is not</del> notifiable
Sixth Recital	Framework Agreement (if applicable) (State date, title and parties.)	<u>N/A.</u> _____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions <sup>[13]</sup> (Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)	
	Collaborative working	* Supplemental Provision 1 <del>applies/does not apply</del>
	Health and safety	* Supplemental Provision 2 <del>applies/does not apply</del>
	Cost savings and value improvements	* Supplemental Provision 3 <del>applies/does not apply</del>
	Sustainable development and environmental considerations	* Supplemental Provision 4 <del>applies/does not apply</del>
	Performance Indicators and monitoring	* Supplemental Provision 5 <del>applies/does not apply</del>

[12] Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

[13] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Notification and negotiation of disputes

Supplemental Provision 6  
\* ~~applies/does not apply~~

Where Supplemental Provision 6 applies, the respective nominees of the Parties are

Employer's nominee

SITE MANAGER

STEVE BROADFOOT.

Contractor's nominee

\_\_\_\_\_  
\_\_\_\_\_

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

Article 7

Arbitration

*(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply.)<sup>[14]</sup>*

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

2.2

Works commencement date

20<sup>TH</sup> MAY 2019.

2.2

Date for Completion

19<sup>TH</sup> JULY 2019.  
or such later date for completion as is fixed under clause 2.7

2.8

Liquidated damages

at the rate of

£ N/A. per \_\_\_\_\_<sup>[15]</sup>

2.10

Rectification Period

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

THREE months<sup>[16]</sup>  
from the date of practical completion

4.3

Interim payments – Interim Valuation Dates<sup>[17]</sup>

*(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals.)*

The first Interim Valuation Date is

ONE MONTH AFTER COMM 20 \_\_\_\_\_  
and thereafter at intervals of

MONTHLY.

[14] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Guidance Notes. See also footnote [10].

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

[16] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.3.

[17] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.

4.3	Payments due prior to practical completion – percentage of the total value of work etc. <i>(The percentage is 95 per cent unless a different rate is stated.)</i>	_____ <u>90</u> per cent <sup>[16]</sup>
4.3	Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor <i>(The percentage is 97½ per cent unless a different rate is stated.)</i>	_____ <u>97.5</u> <sup>1/2</sup> <del>10</del> per cent <sup>[16]</sup>
4.3 and 4.8	Fluctuations provision <i>(Unless another provision or entry is selected, Schedule 2 applies.)</i>	<ul style="list-style-type: none"> <li>* Schedule 2 (Contribution, levy and tax changes) applies/</li> <li>* no fluctuations provision applies/</li> <li>* the following fluctuations provision applies</li> </ul> <p style="text-align: right;">_____ <u>N/A.</u> _____</p>
4.3 and 4.8	Percentage addition for Schedule 2 (paragraph 13) (if applicable)	_____ <u>N/A.</u> _____ per cent
4.8.1	Supply of documentation for computation of amount to be finally certified <i>(The period is 3 months unless a different period is stated.)</i>	_____ <u>THREE.</u> months <sup>[16]</sup> from the date of practical completion
5.3	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£ <u>TWO MILLION</u> _____ for any one occurrence or series of occurrences arising out of one event
5.4A, 5.4B and 5.4C	Insurance of the Works etc. – alternative provisions <sup>[18]</sup>	<ul style="list-style-type: none"> <li>* Clause 5.4A (<i>Works insurance by Contractor in Joint Names</i>) applies/</li> <li>* Clause 5.4B (<i>Works and existing structures insurance by Employer in Joint Names</i>) applies/</li> <li>* Clause 5.4C (<i>Works and existing structures insurance by other means</i>) applies</li> </ul>
5.4A and 5.4B	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	_____ <u>N/A.</u> _____ per cent

[18] As to choice of applicable insurance provisions, see the Guidance Notes. Where there are existing structures, it is vital that any prospective Employer – in particular any Employer who is a tenant or a domestic homeowner – who is not familiar with clause 5.4B and the possible solutions under clause 5.4C, or an appropriate member of their professional team, should consult the Employer's insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

5.4C	Insurance arrangements – details of the required policy or policies	are set out in the following document(s)
		<u>C &amp; C INSURANCE BROKERS</u> <u>CONFIRMATION OF INSURANCE</u> <u>HCC INTERNATIONAL INSURANCE</u> <u>COMPANY PLC 071489/00/2018</u>
7.2	Adjudication <sup>[19]</sup>  Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) <sup>[20]</sup> <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>	The Adjudicator is <u>TBA</u>  * <del>Royal Institute of British Architects</del> * The Royal Institution of Chartered Surveyors * constructionadjudicators.com <sup>[21]</sup> * Association of Independent Construction Adjudicators <sup>[22]</sup> * <del>Chartered Institute of Arbitrators</del>
Schedule 1 (paragraph 2.1)	Arbitration <sup>[23]</sup> – appointor of Arbitrator (and of any replacement) <sup>[24]</sup> <i>(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	President or a Vice-President: * <del>Royal Institute of British Architects</del> * The Royal Institution of Chartered Surveyors * <del>Chartered Institute of Arbitrators</del>

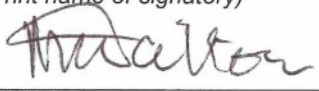
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- [19] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.
  - [20] Delete all but one of the nominating bodies asterisked.
  - [21] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.
  - [22] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.
  - [23] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and Schedule 1 (*Arbitration*) apply.
  - [24] Delete all but one of the bodies asterisked.



**Executed as a Deed by the Employer**

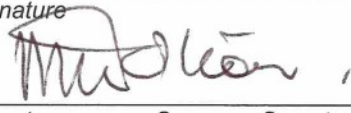
namely <sup>1</sup> MIDDLEWICH HERITAGE TRUST

(A) acting by a Director and the Company Secretary/two Directors of the company <sup>2,3</sup>

<u>MICHAEL WALTON</u> (Print name of signatory)	and	_____
		_____
Signature	Director	Signature      Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate <sup>2,4</sup>

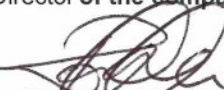
in the presence of

<u>MICHAEL A WALTON</u>	Director
	
Signature	Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company <sup>2,5</sup>

	Director
Signature	

in the presence of

Witness' signature	<u>P. Doolan</u>	(Print name)	<u>P. Doolan</u>
Witness' address	<u>Gadbrook House, Gadbrook Park, Northwich</u>		
	<u>CW9 7RS</u>		

(D) by attested signature of the individual <sup>6</sup>

\_\_\_\_\_  
Signature

in the presence of

Witness' signature	_____	(Print name)	_____
Witness' address	_____		

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

**Executed as a Deed by the Contractor**

namely <sup>1</sup> QUADIGA CONTRACTS LTD

(A) acting by a Director and the Company Secretary/two Directors of the company <sup>2,3</sup>

RICHARD GRANTON  
(Print name of signatory)

and

LINDSAY LAW  
(Print name of signatory)

[Signature]  
Signature Director

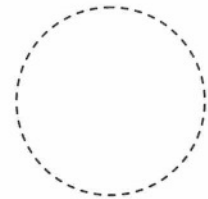
[Signature]  
Signature Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate <sup>2,4</sup>

in the presence of

\_\_\_\_\_  
Signature Director

\_\_\_\_\_  
Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company <sup>2,5</sup>

\_\_\_\_\_  
Signature Director

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

(D) by attested signature of the individual <sup>6</sup>

\_\_\_\_\_  
Signature

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

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