



MAIN CONTRACT STANDARD TERMS AND CONDITIONS

1. We (Maeve Contractors) will carry out and execute The Works as detailed in a separate document titled 'Scope of Works' for the sum quoted or in line with the Bill of Quantities priced.
2. We will progress The Works in accordance with the programme identified by ourselves or within the time frame identified. If for any reason we are unable to complete The Works within the identified time frame we will advise, and confirm when we believe The Works can be completed.
3. We expect to be given access to The Work area on the notified date so that we can affect our start and progress of The Works. If for any reason you (The Client) are unable to give access to The Works on the notified date, you must notify us at once. In the event of access not being provided any abortive start-up costs / demobilisation / remobilisation / re-organisation costs or other associated costs because of this event will be advised and agreed before we attend site on the alternative start date. Notwithstanding the aforesaid we may wish to vary our programme start date and the programme of The Works at any time but at all times We will use our best endeavours to achieve completion of The Works as soon as reasonably possible.
4. Any change to the Scope of Works will be agreed between the parties; Maeve Contractors and The Client, a price for the change submitted by Us and agreed by The Client before the changed scope of works is undertaken. The price submitted for the change will include for the cost of the change, all programme implications, additional preliminary costs and any delay or disruption costs and indicate a revised completion date. All elements of the price will be agreed between the parties before the changed scope of works is undertaken.
5. Any unknown or unforeseen circumstances of the area of The Works because no such circumstances had been advised, researched or investigated by The Client, which impact the progress of The Works will be treated as a change to the Scope of Works as noted in Clause 4.
6. Any materials provided for The Works and delivered to the site will remain the property of Maeve Contractors until these goods have been fully paid for by the Client or become incorporated into The Works, whichever shall happen first, at which time property in the goods will pass to The Client.
7. We will use appropriately skilled labour to carry out The Works and will employ Sub-contractors in specialised fields if necessary to complete the works to a recognised industry standard.
8. We retain the levels of Insurance noted in the 'Key Particulars of this Contract' noted at the bottom of this document. Copies of these insurance policy documents are available upon request.
9. We will expect stage payment for The Works, as they progress, at no more than monthly intervals. We will submit interim applications for payment to the Client not less than 5 days before the end of the month / the Valuation Date; the Payment Due Date will be 7 days after the Valuation Date; the Payment Notice will be issued, by The Client, 5 days after the Payment Due Date; the Final Date for Payment will be by 28th of the month following the month to which the interim application relates. Any Payless Notice to be issued must be issued no less than 5 days before the Final Date for Payment.
10. The Payment timetable noted in Clause 9 will apply to all interim applications for payment and the Final Account submission.
11. If The Client fails to make payment in full against a Payment Notice then We will be entitled to suspend The Works, after serving a 7 day Notice of Intention to Suspend The Works.
12. In the event of a Suspension of The Works in accordance with Clause 11, then the re-start of the Works will be valued as a change, in accordance with Clause 4.
13. The retention percentage for this scheme is identified in the 'Key Particulars of this Contract', and will be retained by The Client from the first and each subsequent interim payment. Once The Works have been completed, and this has been recorded by Maeve Contractors, then in the next Payment Notice the retention value retained shall be reduced to half of the retention percentage identified. The final release of the remaining half of the retention sum retained by The Client shall be 12 months after The Works were recorded as complete by Maeve Contractors.
14. We commit to rectifying any defects in our workmanship that are identified to us during a period of not more than 12 months after We recorded that The Works had been completed. We will rectify these defects no later than 3 months after the expiry of the 12 months period identified, unless the defect is considered to be urgent, in which case, we will address the matter sooner.
15. We will comply with all current Health and Safety at Works Acts, rules, regulations and Codes of Practice in the carrying out of The Works.



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16. We have no design liability in respect of The Works, and will construct The Works in line with the detailed design drawings provided by The Client. Any discrepancies / errors or the like in the drawings provided by The Client will be treated as a change in accordance with Clause 4. (Temporary design liability?)
17. Any dispute or difference between the parties shall be resolved via the dispute resolution procedure, set out in section 108 of the Housing Grants, Construction and Regeneration Act 1996, if both parties have failed to come to an understanding following a meeting between the parties to discuss the dispute(s) or difference(s) and engaged in a clear and obvious attempt to rectify or conclude their differences.
18. Termination by either party will not be possible without both parties initially meeting to understand and discuss their differences and engage in a clear and obvious attempt to rectify or conclude their differences.
19. Should the outcome of Clause 18 be unsuccessful, then the grounds for termination by either party shall be because of any one or more of the following reasons which will have been discussed in the meeting referred to in Clause 18, but was not concluded to either parties satisfaction:-
 - i) We have wholly or partly suspended the execution of The Works;
 - ii) We have failed to proceed with The Works regularly and diligently;
 - iii) We have become insolvent;
 - iv) A change in the scope of the works which is material to the overall progress of The Works, has not been agreed between the parties, in scope or price;
 - v) The design drawings necessary to proceed with The Works regularly and diligently have not been provided by The Client;
 - vi) The Client becomes insolvent;
 - vii) The Client continues to refuse to make payment against a Payment Notice.
20. These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

KEY PARTICULARS OF THIS CONTRACT

1. The Client is –
2. The Works defined in a Scope of Works document? – Yes / No.
3. Contract Sum quoted - £
4. Lump Sum / Re-measurable
5. Anticipated Start Date -
6. Notice required to Start ___ Weeks
7. Anticipated duration of The Works ___ Weeks
8. Is a programme of works included? - Yes / No
9. Stage payments will be due on a monthly basis – Yes / No
10. Retention level will be __%
11. Employers Liability Insurance Cover - £10,000,000.00
12. Contractors All Risks Insurance Cover
13. Public Liability Insurance Cover - £10,000,000.00