**SIGNED for and on behalf of**

**[Contractor]**

By: Witness:

--------------------------------------------------------- --------------------------------------------

Name:…………………………………………. Name:……………………………

Title:…………………………………………… Title:……………………………….

Date: --------------------------------------------- Date: ------------------------------------

**SIGNED for and on behalf of Her Majesty the Queen**

**acting by and through [Agency]**

By: Witness:

------------------------------------------------------ --------------------------------------------

Name:…………………………………………. Name:…………………………

Title:…………………………………………… Title:……………………………….

Date: ----------------------------------------------- Date: -------------------------------------

Schedule 1: Particulars

|  |  |
| --- | --- |
| **Project:** | [TBA] |
| **Site:** | [TBA] |
| **Principal:** | [TBA] |
|  |  |
| **Principal’s representative** |  |
| Person: | [TBA] |
| Street Address: | [TBA] |
| Postal Address: | [TBA] |
| Telephone: | [(+682)TBA] |
| Facsimile: | [(+682)TBA] |
| Mobile: | [(+682)TBA] |
| E-mail: | [TBA] |
|  |  |
| **Contractor** |  |
| Contractor: | [TBA] |
| Street Address: | [TBA] |
| Postal Address: | [TBA] |
| Telephone: | [TBA] |
| Facsimile: | [TBA] |
| Mobile: | [TBA] |
| E-mail: | [TBA] |
|  |  |
| **Completion Date:** | [TBA] |
|  |  |
| **Contract Price:** | [TBA] |
|  |  |
| **Liquidated damages:** | [TBA] (plus VAT) per day |
|  |  |

Schedule 2: Payment Terms

*Delete whichever payment terms (1. Progress payments or 2. Lump sum payment) are not appropriate:*

1. Progress payments
   1. The Contractor is entitled to progress payments for construction work carried out under this contract, including the value of approved Variations.
   2. The Contractor may serve payment claims on the Principal under the contract. Payment claims shall be submitted in respect of construction work carried out during periods of not less than one month. The Contractor’s payment claims shall:
      1. Be in writing;
      2. Identify the contract to which the progress payment relates;
      3. Identify the construction work and the relevant period to which the progress payment relates;
      4. Indicate a claimed amount on the basis of:
         1. the estimated extent and value of the works that have been carried out during the period to which the progress payment relates;
         2. the estimated extent and value of all construction work done which is claimed in respect of approved variations to the work; and
         3. the estimated extent and value of Materials delivered to the site that are intended to be incorporated into the works but have not yet been so incorporated;
      5. Indicate the manner in which the claimed amount was calculated; and
      6. Indicate the due date for payment, which shall be 30 Working Days after the date of service of the payment claim.
   3. Within 10 Working Days of receiving a payment claim from the Contractor, the Principal shall issue a payment schedule to the Contractor. The Principal’s payment schedule shall:
      1. Be in writing;
      2. Identify the payment claim to which itrelates;
      3. Indicate a scheduled amount;
      4. Indicate the manner in which the scheduled amount was calculated; and
      5. Indicate the reason or reasons for any difference between the scheduled amount and the claimed amount and, where the principal is withholding payment on any basis, the reason for withholding payment.
   4. Every scheduled amount shown in a payment schedule, together with the amount of VAT payable, shall be paid by the Principal to the Contractor within20 Working Days of the date of the payment schedule.
   5. The Defects Liability Retention shall be paid out to the Contractor by the Principal within 20 Working Days of the issue of the Defects Liability Certificate in accordance with clause 15 of this contract.
   6. No later than 30 days after the completion of the Contract Works, or within such further time as the Principal may reasonably allow, the Contractor shall submit a final account of all of the Contractor’s payment claims to the Principal. That account shall be headed “final payment claim” and be signed by the Contractor, and shall:
      1. Be in writing;
      2. Identify the contract to which the final payment claim relates;
      3. Identify the relevant period or periods towhich the final payment claim relates;
      4. Identify the construction work to which the final payment claim relates, which shall include all works completed by the Contractor that have yet to be paid for by the Principal;
      5. Indicate the amount claimed for those works, the amount claimed in respect of all outstanding claims, and the manner in which those sums have been calculated; and
      6. Indicate the due date for payment, which shall be30 Working Days after the date of service of the payment claim.
   7. Within 10 Working Days of receiving a final payment claim from the Contractor the Principal shall issue a final payment schedule to the Contractor. The Principal’s final payment schedule shall:
      1. Be in writing;
      2. Identify the final payment claim to which it relates;
      3. Indicate a scheduled amount;
      4. Indicate the manner in which the scheduled amount was calculated; and
      5. Indicate the reason or reasons for any difference between the scheduled amount and the claimed amount and, where the Principal is withholding payment on any basis, the reason for withholding payment.
   8. Every scheduled amount shown in a final payment schedule, together with the amount of VAT payable, shall be paid by the Principal to the Contractor within 20 Working Days of the date of the final payment schedule.
   9. Upon the issue of the final payment schedule, the Principal shall cease to be liable to the Contractor in respect of any of the Principal’s obligations under the contract except for the Principal’s obligations:
      1. To pay the scheduled amount due;
      2. To pay any retention monies withheld; and
      3. To pay any scheduled amounts shown in any payment schedule issued prior to the issue of the final payment schedule but unpaid at that time.

OR

1. Lump sum payment
   1. No later than 30 days after the delivery of the PCC to the Contractor, or within such further time as the Principal may reasonably allow, the Contractor shall submit a final account of all amounts owing to the Contractor. That account shall be headed “final payment claim” and be signed by the Contractor, and shall:
      1. Be in writing;
      2. Identify the construction contract to which the payment claim relates;
      3. Identify the relevant period or periods towhich the payment claim relates;
      4. Identify the construction work to which the payment claim relates, which shall include all works completed by the Contractor;
      5. Indicate the amount claimed for those and the manner in which those sums have been calculated; and
      6. Indicate the due date for payment, which shall be30 Working Days after the date of service of the payment claim.
   2. The Defects Liability Retention shall be paid out to the Contractor by the Principal within 20 Working Days of the issue of the Defects Liability Certificate in accordance with clause 15 of this contract.
   3. Within 10 Working Days of receiving the final payment claim from the Contractor the Principal shall issue the final payment schedule to the Contractor. The Principal’s final payment schedule shall:
      1. Be in writing;
      2. Identify the final payment claim to which it relates;
      3. Indicate a scheduled amount;
      4. Indicate the manner in which the scheduled amount was calculated; and
      5. Indicate the reason or reasons for any difference between the scheduled amount and the claimed amount and, where the Principal is withholding payment on any basis, the reason for withholding payment.
   4. Every scheduled amount shown in a final payment schedule, together with the amount of VAT payable, shall be paid by the Principal to the Contractor within 20 Working Days of the date of the final payment schedule.
   5. Upon the issue of the final payment schedule, the Principal shall cease to be liable to the Contractor in respect of any of the Principal’s obligations under the contract except for the Principal’s obligations:
      1. To pay the scheduled amount due; and
      2. To pay any retention monies withheld.

Schedule 3: Insurances

1. Insurances
   1. The Contractor is to arrange the following insurances:
      1. [Professional indemnity: $[●] – *delete this requirement if no design is to be carried out*];
      2. Contractor’s plant & equipment: $[50,000 or greater];
      3. [Public liability: $[●]]; and
      4. Motor vehicle liability: $[25,000 or greater].
   2. The Principal is to arrange Contract Works under the Principal’s Policy. –

OR

The Contractor is to arrange Contract Works: $[●]

* 1. The insurances the Contractor or the Principal arrange under this contract must meet the following requirements:
     1. Except for insurance of Contractor’s Plant and equipment, insurances arranged by the Contractor must be in the joint names of the Contractor and the Principal;
     2. Insurances arranged by the Principal must be in the joint names of the Principal, the Contractor and any subcontractors;
     3. The insurance must include a provision that a default by one insured does not prejudice the rights of the other;
     4. The insurance must include a waiver of the insurer’s right to subrogation against the insured parties;
     5. The insurance must operate as if separate policies had been issued to each of the insured parties other than in relation to the amount of insurance available; and
     6. The insurer or insurers and the insurance contracts must be acceptable to the other parties, provided that those parties must not be unreasonable in agreeing to the arrangements, and the insurance contracts must not be able to be cancelled or changed without the consent of the parties.

Schedule 4 – Plans and Specifications

Schedule 5 – Practical Completion

1. Practical Completion
   1. Practical Completion is where the Contractor has:
   2. Delivered to the Principal all of the following (to the extent that the Contractor is responsible under this contract):
      * 1. All necessary authorities and certification relating to lawful occupation of the Contract Works by the Principal;
        2. All relevant test certificates and approval certificates from relevant authorities required for occupation and use;
        3. All inspection certificates required for occupation and use under any applicable legislative requirement; and
        4. All deeds of warranty and producer statements that have not already been provided;
   3. Completed all of the work except for minor omissions and minor defects:
      1. which do not prevent the works from being reasonably capable of being used for their intended purpose, and the rectification of which will not prejudice the convenient use of the Contract Works; and
      2. the value to remedy of which shall not cost in aggregate more than the value of the Defects Liability Retention remaining once PCC is issued;
   4. Connected, tested, balanced and certified all services as fit for operation for their intended purpose in accordance with the Plans and Specifications;
   5. Removed all rubbish from the Site and the building and site works have been cleaned to an acceptable standard;
   6. As required, provided the Principal or the Principal’s Representative with relevant operations maintenance manuals and with such information as they may reasonably require, and facilitated an inspection of the Site in order to verify Practical Completion;
   7. Obtained, following inspection by any design consultants engaged by the Principal or the Contractor to prepare designs comprised in the Contract Works, a certificate stating that the Contract Works have been completed in accordance with the design consultants’ designs and associated design documentation; and
   8. If required by the Principal, obtained from independent design consultants selected by the Principal, confirmation that the works are practically complete.

The Principal may, but is not obliged to, waive any of these requirements at its sole discretion.

* 1. To achieve Practical Completion, the Contractor (at its cost) must satisfy the Principal that it has done and it will do everything necessary as may be required to facilitate the uplifting of the code compliance certificate for the Contract Works, and the Contractor has actually lodged an application for the code compliance certificate on behalf of the Principal and has obtained a Certificate for Public Use for the School (if applicable).

**Appendix A – Table of guarantees**

|  |  |  |  |
| --- | --- | --- | --- |
| **Works or Materials** | **Materials** | **Workmanship** |  |
| Structural Steel Corrosion Protective Coatings | 10 | 5 |  |
| Metalwork | 2 | 5 |  |
| Carpentry | 2 | 5 |  |
| Aluminium Windows and Doors (including glazing) | 5 | 5 |  |
| Metal Roof Flashings | 15 | 5 |  |
| Membrane Roofing Incl. Join to Existing | 20 | 5 |  |
| Wall Cladding | 10 | 5 |  |
| External Sealants | 10 | 5 |  |
| Painting | 3 | 5 |  |
| Electrical and Electrical Fixtures | 2 | 5 |  |
| General Guarantee on New Building Work | 2 | 5 |  |
| Pre Cast Concrete Panels | 25 | 5 |  |
| Concrete Work | 5 | 1 |  |
| Brickwork | 15 | 1 |  |
| Structural Steel | 25 | 1 |  |
| Sheet Tanking | 20 | 5 |  |
| Proprietary Curtain Walling (including Curtain wall glazing) | 5 | 5 |  |
| Glazing (other than glass to aluminium windows and doors or to curtain walls) | 2 | 1 |  |
| Colorsteel Profiled Metal Soffits | 15 | 5 | coating 15 |
| Durolite GRP Roofing | 15 | 5 | weathertightness/light transmission 15 |
| Membrane Roofing | 20 | 5 |  |
| Timber Doors | 2 | 1 |  |
| Fire Rated Coatings | 10 | 5 |  |
| Direct Fixed Acoustic | 5 | 2 |  |
| Suspended Tile Ceiling (grid and tiles) | 15 | 5 |  |
| USG Grid Ceiling Suspension systems | 15 | 5 |  |
| Purpose made joinery fixtures | 2 | 1 |  |
| Plumbing and Plumbing Fixtures | 2 | 1 |  |
| Door Hardware | 10 | 5 |  |
| Solid Plaster | 5 | 1 |  |
| Vinyl Flooring | 5 | 1 |  |
| Carpet | 5 | 1 |  |
| Roller Shutter Doors | 2 | 1 |  |
| Siteworks, Paving and Drainage | 10 | 5 |  |
| Structured Cabling | 20 | 5 |  |
| Security System | 2 | 1 |  |
| Mechanical Equipment | 1 | 1 |  |
| Fire Services (delivery pipework, both in-ground and above-ground) | 15 | 5 |  |
| Fire Services (rest of system) | 5 | 5 |  |
| All in-ground services | 15 | 5 |  |