CLIENT ORDER

Order Sheet

This Order Sheet forms part of the Order and shall be read together with the Terms and Conditions attached. The Contractor agrees to carry out the Works in accordance with this Order and the Terms and Conditions shall not be amended or superseded unless agreed in writing by the Contractor.

NOTES:

This Order is only to be used where the Employer is a commercial entity or running a business and should not be used to contract with clients who are individuals and acting as consumers.

The wording in italics in this Order Sheet forms part of the Order and should not be deleted.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- |
| PARTIES | | |
| Employer: | Full company/firm name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­  Company registration no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Registered office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Contractor: | Full company/firm name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company registration no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Registered office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| WORKS | | |
| Works:  (Description of the whole of the Works) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  including any Changes in accordance with this Order | |
| Sections:  (Description of Sections to be completed in addition to description of the Works where there are Sections. Where no Sections are specified Sections do not apply) | Section 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Contractor Design Element:  (Where no elements are specified the Contractor is not responsible for any design) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_ | |
| Site: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_ | |
| Start Date: | For the Works (where Sections do not apply):\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For Sections (where Sections apply):­­­­­­­­­­­­­­­  Section 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Finish Date: | For the Works (where Sections do not apply):\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For Sections (where Sections apply):­­­­­­­­­­­­­­­  Section 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Section 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  or as extended in accordance with this Order | |
| Additional Extension Matters: |  | |
| Defects Period:  (Where no period is specified the period shall be 6 months from the date of Practical Completion) | \_\_\_\_\_\_\_\_\_\_\_\_weeks/months  (Delete as applicable)­ | |
| Contract Documents: | Employer’s Specification  Employer’s Drawings  Contractor’s Drawings  Access Requirements  Contractor’s Schedule of Rates  Employer’s Health & Safety Guide  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Delete or insert additional documents as applicable) | |
| BIM Protocol:  (Where no protocol is specified, the Contractor will not be required to comply with any BIM requirements in relation to the Works) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Liquidated Damages:  (Where no rate is stated, the rate of Liquidated Damages shall be £Nil) | For the Works (where Sections do not apply): £\_\_\_\_\_\_\_\_\_\_/day/week or pro rata per part of a week  (Delete day/week as applicable)  For Sections (where Sections apply):­­­­­­­­­­­­­­­  Section 1: £\_\_\_\_\_\_\_\_\_\_/day/week or pro rata per part of a week  Section 2: £\_\_\_\_\_\_\_\_\_\_/day/week or pro rata per part of a week  Section 3: £\_\_\_\_\_\_\_\_\_\_/day/week or pro rata per part of a week  (Delete day/week as applicable) | |
| INFORMATION | | |
| Information to be provided by the Employer to the Contractor:  (State here any information which has not been provided at the date of this Order but which is required to enable the Contractor to carry out the Works) | Information | Date or Milestone required by |
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| INSURANCE | | |
| Insurance to be maintained by the Employer: | Existing structures and contents  Insurance in the joint names of the Contractor and the Employer in respect of the existing structure of the Site together with the contents of the Site owned by the Employer or for which it is responsible, for the full reinstatement, repair or replacement of loss or damage up to and including the date of Practical Completion or the last date of Practical Completion where there are Sections and to cover the Insurable Events (as defined in the Terms and Conditions).  All Risks  Insurance in the joint names of the Contractor and the Employer for all risks for the full reinstatement value of the Works up to the date of Practical Completion or where there are Sections in respect of a Section up to the date of Practical Completion for that Section.  *(Insert any other insurances to be carried by Employer)* | |
| Insurance to be maintained by the Contractor:  (Where no amount is specified, the Contractor is not required to maintain such insurance) | Public Liability: £\_\_\_\_\_\_\_\_\_\_  Employer’s Liability £\_\_\_\_\_\_\_\_\_\_  Professional Indemnity: £\_\_\_\_\_\_\_\_\_\_  Products Liability: £\_\_\_\_\_\_\_\_\_\_ | |
| PAYMENT | | |
| Contract Sum: | £\_\_\_\_\_\_\_\_\_\_ (Subject to adjustment in accordance with this Order) | |
| Payment Intervals: | The Employer shall pay the Contractor:   * Fortnightly * Monthly * Upon completion of Stages * Monthly and upon completion of Stages   Where Fortnightly the first date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and thereafter on a fortnightly basis or on the nearest Working Day (Where no date is stated the date for the first fortnightly application will be the date two weeks after the Start Date or first Start Date)  Where Monthly the first date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and thereafter on a monthly basis or on the nearest Working Day (Where no date is stated the date for the first monthly application will be the date one month after the Start Date or first Start Date)  (Delete bullets as appropriate – if the Payment Intervals include Stages then complete the following “Stages” section) | |
| Stages:  (If not completed then payment will be Monthly or on such other periodic basis as is stated under Payment Intervals) | Cumulative value  1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment due: £\_\_\_\_\_\_\_\_\_\_\_\_\_  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment due: £\_\_\_\_\_\_\_\_\_\_\_\_\_  3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment due: £\_\_\_\_\_\_\_\_\_\_\_\_\_  -or-  Stages and payments are set out in the following document:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Final Date Payment Period:  (Where no period is specified, the period shall be 28 days) | \_\_\_\_\_\_days between the Contractor’s application for payment (due date) and the final date for payment. | |
| Interest:  (Where no rate is stated the annual percentage rate is 5%) | Annual percentage rate of \_\_\_\_% to be added to the Bank of England base rate | |
| Retention:  (Where no amount of Retention is stated, the Retention shall be 0%) | \_\_\_\_% at the date of this Order  \_\_\_\_% from Practical Completion (half the percentage rate at the date of the Order)  0% from the end of the Defects Period | |
| Adjustment of Contractor’s Rates:  (Where no fluctuations are stated fluctuations do not apply) | The Contractor’s rates may be adjusted in respect of the following matters:   * Material cost fluctuations in respect of:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * Transport cost fluctuations in respect of:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * Labour cost fluctuations in respect of:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * Exchange rate fluctuations for changes between pounds sterling and [ ] in respect of:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (State also basis of fluctuation and circumstances and way in which adjustment will be made where there is a fluctuation)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **CONSTRUCTION AND PROFESSIONAL TEAM** | | |
| CDM Co-ordinator where project notifiable: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| CDM Principal Contractor where project notifiable: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Contract Administrator:  (If not stated, there is no Contract Administrator) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If a Contract Administrator is named, clause 13.2A will apply.  If no Contract Administrator is named, clause 13.2B will apply.  Where a Contract Administrator is named any actions of the Contract Administrator shall be deemed as actions by the Employer for the purposes of the Order. | |
| Other members of the Employer’s Professional Team:  (For information only) | Architect: [ ]  Structural Engineer: [ ]  Services Engineer: [ ]  CDM Co-ordinator: [ ] | |
| **SECURITY** | | |
| Default Performance Bond required: | No/Yes  Form of bond is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  (Delete as applicable. If a bond is required, state what form or where the required form can be found) | |
| Parent Company Guarantee (PCG) required: | No/Yes  Form of PCG is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_  (Delete as applicable. If a PCG is required, state what form or where the required form can be found) | |
| **DISPUTES, GOVERNING LAW AND JURISDICTION** | | |
| Adjudicator nominating body:  (Where no particular nominating body has been selected, the nominating body will be the body selected by the party making the reference to adjudication) | * RICS * TeCSA * CIArb * RIBA * \_\_\_\_\_\_\_\_\_\_\_\_\_   (Delete as applicable) | |
| Applicable law:  (Where the Works are not carried out in England or Wales, separate advice should be sought as to the applicable local law) | England and Wales | |
| Courts of jurisdiction:  (Where not completed, the courts of England and Wales will have jurisdiction) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_ | |

Signed by or on behalf of the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witness’ signature

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

witness' name

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

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

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

witness' address

Signed by or on behalf of the Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witness’ signature

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

witness' name

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

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

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

witness' address

CLIENT ORDER

Client Terms and Conditions

1. Interpretation:

In this Order:

* 1. the following terms have the meanings set out below:

“Force Majeure” means any event or circumstance beyond a party’s reasonable control

“Insurable Events” means fire, lightning, explosion, storm, flood, escape of water from any tank, apparatus or pipe, earthquake, aircraft and aerial devices (including related falling debris), riot and civil commotion

“Order” means together these Terms and Conditions, the Order Sheet and all of its appendices and/or attachments including the Contract Documents

“Practical Completion” means the Works are practically complete save for matters which do not prevent use and occupation by the Employer

“Public Holiday” means Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales

“Skill and Care” means the level of skill and care reasonably to be expected of a qualified and competent designer in the discipline to which such design relates experienced in carrying out work on projects of a similar nature to the Works

“Statutory Requirements” means any directly applicable provision of the EU treaty, any EU regulation, any act of parliament or statutory instrument, regulation, rule or order made pursuant thereto, any regulation or bye-law of any local authority or under or pursuant to any notices or permissions served or granted under any such act, regulation, rule or order, regulation or bye-law

“Working Day” means a day other than Saturday, Sunday or a Public Holiday;

* 1. other capitalised terms have the meanings set out in the Order Sheet and in the subsequent clauses of these Terms and Conditions;
  2. where Sections are identified in the Order Sheet, reference to:
     1. Start Date is to the Start Date of the relevant Section or Sections (as the context requires);
     2. Finish Date is to the Finish Date of the relevant Section or Sections (as the context requires);
     3. Liquidated Damages is to the Liquidated Damages for the relevant Section or Sections (as the context requires);
     4. Practical Completion is to the Practical Completion of the relevant Section or Sections (as the context requires);
     5. Works is to the relevant Section or Sections (as the context requires);
  3. where an act is required to be done within a specified period after or from a specified date, the period begins immediately after the date and where the period would include a Public Holiday that day shall be excluded.

1. Applicability

This Order contains the sole terms upon which the Works will be supplied by the Contractor to the Employer. These Terms and Conditions shall apply to the entire exclusion of any statements made on or prior to this Order and of terms set out in any other documentation used by the parties or otherwise relating to the Works. Where the Contractor has carried out any Works prior to the date of this Order, those Works will be deemed to have been provided under the terms of this Order.

1. The Works
   1. The Contractor shall commence the Works on the Start Date and shall proceed with the Works so that the Works are completed by the Finish Date subject to any extensions of time to which the Contractor may be entitled under clause 9. The Contractor shall carry out the Works in a good and workmanlike manner and in compliance with the Contract Documents and any applicable Statutory Requirements current at the date of this Order.
   2. To the extent that the Works include a Contractor Design Element, the Contractor shall design the Contractor Design Element using Skill and Care. Where the Order Sheet does not specify a Contractor Design Element the Contractor shall have no responsibility for design.
   3. To the extent that the Contractor is responsible for specifying materials for use in the Works, the Contractor shall exercise Skill and Care not to specify for use in the Works materials which are not in accordance with applicable British or European standards.
   4. Where the Order Sheet specifies a BIM Protocol the Employer and the Contractor shall each comply with their obligations under the applicable BIM Protocol.
2. Access

The Employer shall provide to the Contractor from the Start Date until Practical Completion of the Works access to the Site in accordance with the Access Requirements specified in the Order Sheet or, where no Access Requirements are specified, the Employer shall provide access during normal working hours (being not less than 8am to 6pm Monday to Friday unless otherwise agreed with the Contractor in writing or required under Statutory Requirements).

1. Changes and Instructions
   1. Any of the following will constitute a “**Change**” for the purposes of this Order:
      1. an instruction by the Employer which instructs the Contractor to carry out any additional work, omit work, substitute work, alter the kind or standard of any material or goods to be used in the Works, alter quantities, alter design, remove properly completed Works from the Site or otherwise to alter the Works and/or any of the Contract Documents including so that the Works comply with changes to relevant Statutory Requirements made after the date of this Order;
      2. an instruction by the Employer which changes the conditions in which the Works are required to be carried out including (but not limited to) altering the sequence in which the Works are to be carried out, altering the time or method for the Contractor’s access to the Site or any part of it so that the available access differs from that described in the Access Requirements or otherwise expected from inspection of the Site, imposing new or altered requirements on the Contractor including obligations to carry out the Works concurrently with other works or trades, limiting the Contractor’s working space or working hours, or altering its requirements for the Contractor to report progress of the Works;
      3. the Employer fails to provide information (including but not limited to the information listed in clause 6) required for the proper carrying out of the Works or the Employer provides information which is incorrect or incomplete;
      4. where there is a Contractor Design Element, the Employer fails to approve any design by the date by which the Contractor has advised the Employer that it is required;
      5. any other matter which is to be treated under this Order as a Change.
   2. The Employer may issue instructions in respect of Changes, subject to this clause 5. Any Change instructed by the Employer shall be in writing or, where given orally, shall only be valid if the Contractor expressly confirms acceptance of the instruction.
   3. The Contractor may notify the Employer at any time where the Contractor considers there is or will be a Change.
   4. If in the reasonable opinion of the Contractor an instruction under clause 5.1(a)or 5.1(b):
      1. is instructed too late for the Contractor to be able to implement the instruction without it adversely affecting the Works executed up to the date of the instruction or orders placed prior to the instruction;
      2. will impact on the design of the rest of the Works so as to require the rest of the Works to be redesigned or otherwise amended;
      3. will have a significant impact on the time and/or resources required for the Contractor to carry out the Works; and/or
      4. if carried out would breach Statutory Requirements,

then the Contractor may notify the Employer in writing that it does not accept the instruction and the Employer and the Contractor shall work together to try to agree how the matter should be resolved. If the Employer and the Contractor reach agreement, then such agreement shall be recorded in writing and treated as a Change.

* 1. Subject to clause 5.6, the value of any Change shall be based as far as reasonably practicable on the Contractor’s Schedule of Rates (adjusted for any fluctuations as specified in the Order Sheet) or, if there are no applicable rates, on a fair and reasonable valuation. Within a reasonable time following a Change the Contractor shall notify the Employer in writing as to the resulting adjustment of the Contract Sum. The Employer shall notify the Contractor in writing within five Working Days of receipt of the Contractor’s notice if the Employer does not agree with the Contractor’s calculations, in which case the Employer may in the case of a Change instructed under clause 5.1(a) or 5.1(b) notify the Contractor that the Change is withdrawn provided that the Employer pays by adjustment to the Contract Sum any costs incurred by the Contractor in respect of the Change prior to the withdrawal. The Contract Sum shall be adjusted according to the Contractor’s notice to the Employer or by such other amount as may be agreed by the parties or determined pursuant to dispute resolution or otherwise under this Order to reflect the value of the Change.
  2. Where an instruction in respect of a Change under clause 5.1(a) or 5.1(b):
     1. affects the conditions or sequencing under which other work under this Order is executed (including any design);
     2. means that the quantities of Works which are the subject of the instruction or the quantities of a particular type of work are materially different from those that would have been included in the Works prior to the Change so that the Contractor no longer benefits from the same economies of scale; or
     3. requires the Works the subject of the Change to be carried out in different conditions from similar works in the Contractor’s Schedule of Rates,

the value of the Change shall include an adjustment to existing rates to reflect the full consequences of the Change, including to the rates of other work. Where this applies, the Contractor shall advise the Employer that this provision applies and of the adjustment to existing rates (giving reasons) and to the Contract Sum.

1. Supply of Information
   1. The Employer shall supply to the Contractor relevant information reasonably required for carrying out of the Works, including where applicable:
      1. full details of the Employer’s requirements and specification for the Works;
      2. full information about the existing structures on and conditions of the Site;
      3. electrical/mechanical layout drawings and the layout of services at the Site;
      4. as-built drawings for the original construction of the Site;
      5. designs and information up to the RIBA stage relevant to the Works;
      6. the current operation and maintenance manuals and health and safety file for the Site;
      7. the additional information stated in the Order Sheet by the relevant date stated therein; and
      8. any other information reasonably required by the Contractor during the carrying out of the Works.
   2. The Employer shall provide the information pursuant to clause 6.1:
      1. in a structure and format as may be reasonably required by the Contractor so as to enable the Contractor easily to understand the context of the information in relation to the Works; and
      2. in a timely manner and within any dates or milestones stated by the Contractor to enable the Works to be completed by the Finish Date.
   3. The Contractor shall be entitled to rely on the content of and the completeness and accuracy of all information provided by the Employer, including any information produced for the Employer by third parties.
   4. If there is any error or ambiguity in documents or information provided by or on behalf of the Employer, or where there is inconsistency or conflict within or between documents or information supplied by or on behalf of the Employer, the Contractor may notify the Employer of such error, ambiguity, inconsistency or conflict and the Employer shall give instructions to the Contractor for the correction, modification or alteration of such documents or information. Such instructions shall be a Change.
   5. Where the Employer approves drawings by the Contractor which post-date information or requirements provided by the Employer to the Contractor, the approved drawings shall take priority over such earlier information or requirements.
2. Insurance
   1. The Employer and the Contractor shall each take out and maintain the insurances detailed in the Order Sheet.
   2. The Employer and the Contractor on request from the other shall promptly provide reasonable evidence of the insurances each is required to take out.
3. Copyright and confidentiality
   1. The copyright and other intellectual property rights in all drawings reports and other documents (including material in electronic form) prepared by the Contractor in the performance of this Order shall remain vested in the Contractor. The Employer shall have a licence to copy and use only the final drawings and other documents provided by the Contractor, and only for the purposes and for the same project for which they were prepared or compiled. The Employer may not copy, use or reproduce any drawings or documents provided by the Contractor pursuant to this Order in relation to any property other than the Site. The Contractor shall not be liable for the use of the Contractor’s drawings or documents other than for the purposes for which they were provided by the Contractor.
   2. The Contractor may reference the Works and may reproduce any photographs taken and drawings prepared by it in the provision of the Works for reasonable publicity purposes and for future tenders, unless expressly notified otherwise by the Employer.
   3. Each party shall keep confidential commercial information about the other party save where disclosure of such commercial information is necessary for the provision by the Contractor of the Works, for the purposes of taking professional or legal advice or in accordance with Statutory Requirements.
   4. The Contractor shall have a licence to copy and use any designs, drawings or other information (including material in electronic form) prepared by, or on behalf of, the Employer in relation to the Site or the Works for the purposes of the carrying out of the Works. The Employer shall reimburse the Contractor any loss which the Contractor suffers as a result of any claims, proceedings, damages, costs and expenses which may be brought or made against the Contractor or to which the Contractor may be put by reason of any infringement of such designs, drawings or other information (or the rights or titles therein) or by reason of such infringement having been held to have taken place.
4. Time for completion of the Works
   1. The Contractor shall proceed with the Works so as to achieve Practical Completion of the Works by the Finish Date as may be extended pursuant to this clause 9.
   2. The Finish Date shall be extended where the Works are or are likely to be delayed as a result of any:
      1. delay or suspension by the Employer in providing possession of the Site or part in accordance with this Order;
      2. Changes;
      3. changes in law after the date of this Order;
      4. Force Majeure;
      5. loss or damage from Insurable Events and any other matters covered by the Employer’s insurance of the Works;
      6. Employer instructions to open up or test the Works save to the extent Works are found not to be in accordance with this Order;
      7. delay in receipt of materials where these are specified by the Employer;
      8. suspension by the Contractor pursuant to clause 16.1;
      9. interference with the Contractor’s progress of the Works by others authorised on the Site by the Employer;
      10. breach of this Order, delay or act of prevention by the Employer or its representatives;
      11. Employer instructions, whether given in writing or verbally and whether or not issued at the Site, which as a result of the timing of the instruction would or may if implemented cause a potential breach by the Contractor or any of the Contractor’s employees or personnel on Site of any applicable Statutory Requirements including Statutory Requirements relating to working hours and for which the Contractor would therefore require an extension in order to avoid being in breach of such Statutory Requirements;
      12. other matter identified in the Order Sheet.
   3. The Contractor shall give written notice to the Employer within a reasonable time if it becomes aware that the Works have been or will be delayed as a result of one or more of the matters listed in clause 9.2 and shall include with such notice the Contractor’s calculation as to what should be the resulting extended Finish Date. The Employer shall notify the Contractor in writing within 14 days of the date of the Contractor’s notice giving reasons if the Employer disagrees with the Contractor’s calculation of the extended Finish Date, following which the parties will try to agree what is the correct revised Finish Date. The Finish Date will be extended by the amount set out in the Contractor’s notice, save where an alternative date is agreed between the parties or determined by dispute resolution in accordance with this Order, where such date shall be the extended Finish Date.
   4. Where the Works are not practically completed by the then current Finish Date, the Employer may give notice to the Contractor of its intention to deduct Liquidated Damages from the Contractor at the rate specified in the Order Sheet. Upon receipt of the Employer’s notice, the Contractor may:
      1. confirm in writing its agreement to the Employer’s entitlement and calculation as to Liquidated Damages due; or
      2. dispute the Employer’s entitlement to claim Liquidated Damages and/or the Employer’s calculation as to the amount of Liquidated Damages due, in which case the parties shall work together to seek to agree the amount of Liquidated Damages due to the Employer (if any) and failing such agreement either party may refer the matter to be determined by dispute resolution pursuant to clause 21.
   5. Where a Liquidated Damages amount has been agreed or determined, the Employer may deduct the Liquidated Damages from payments otherwise due to the Contractor and, where the amount of Liquidated Damages exceeds the amount of remaining payments due to the Contractor, may recover the remainder of the Liquidated Damages from the Contractor as a debt.
   6. Where the Employer takes possession of part of the Works prior to completion of the whole of the Works, the rate of Liquidated Damages shall be reduced in proportion to the part of the Works of which the Employer has taken possession.
   7. The Contractor’s access of the Site shall be exclusive unless otherwise agreed by the Employer with the Contractor. The Employer shall only be entitled to access the Works concurrently with the Contractor (other than for inspection) prior to Practical Completion with the consent of the Contractor. Such early access shall be in accordance with terms agreed with the Contractor and the provisions of clause 5 shall apply where the access amounts to a Change. Any loss or damage to the Works as a result of permitting such access shall also be compensated under clause 12.
5. Payment
   1. In consideration of the provision of the Works by the Contractor the Employer shall pay the Contractor the Contract Sum as adjusted pursuant to this Order in accordance with this clause 10. Where the Contract Sum is to be adjusted or the Contractor is entitled to any other payment under this Order this shall be taken into account in the next application and payment.
   2. On the Payment Intervals the Contractor shall submit an application for payment to the Employer. The date of submission of the Contractor’s application will be the “**due date**”. The Contractor’s application will set out what the Contractor considers to be due on the due date and the Contractor’s calculation of the amount due on the following basis:
      1. the proportion of the Contract Sum to which the Contractor is entitled at the due date, with adjustments for any Changes and any other entitlements and adjustments in accordance with this Order;

less:

* + 1. any Retention percentage on the value of the Works portion;
    2. sums already paid by the Employer to the Contractor as at the relevant due date.
  1. Not later than five days after the due date the Employer shall issue a payment notice (“**payment notice**”) to the Contractor specifying the amount the Employer considers to be due to the Contractor at the due date and the basis on which the Employer calculates that sum. If the Employer does not serve a payment notice within the period required by this clause 10.3, the Contractor’s application for payment will be the payment notice.
  2. Following receipt of the payment notice or upon expiry of the period for service of the payment notice the Contractor shall provide an invoice to the Employer for the amount stated as due in the payment notice. The final date for payment of the sum due (“**final date**”) shall be as calculated as set out in the Order Sheet under Final Date Payment Period.
  3. If the Employer intends to pay less than the amount in the payment notice the Employer shall no later than five Working Days before the final date issue a written notice (“**pay less notice**”) to the Contractor setting out the sum the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated.
  4. The Employer shall pay to the Contractor not less than the amount stated as due either in the payment notice or in any pay less notice (as applicable) by the final date. If the Contractor has not been paid by the final date in accordance with this Order, interest shall be added to the unpaid amount from the final date until the actual date of payment, calculated on a daily basis at the annual percentage rate stated in the Order Sheet above the base rate set from time to time by the Bank of England’s Monetary Policy Committee. Interest shall be a debt due to the Contractor from the Employer.
  5. On the first final date after the date of Practical Completion the Employer shall pay to the Contractor an amount equal to half any Retention percentage on the proportion of the Contract Sum to which the Contractor is entitled at the relevant due date for such payment. On the first final date after the end of the Defects Period the Employer shall pay to the Contractor an amount equal to the remaining Retention percentage.
  6. Following Practical Completion of the Works (or of the last Section (where applicable)), the Contractor shall submit to the Employer the Contractor’s draft final account application with relevant supporting documents.
  7. The Employer shall provide to the Contractor its initial assessment of the Contractor’s final account within 14 days of receipt of the draft final account.
  8. The Employer and the Contractor shall work together to seek to agree the amount of the final account including in respect of the remaining Retention and, where agreed, the Employer and the Contractor shall sign to confirm acceptance. Where the parties have not agreed either party may refer any aspect of the final account to dispute resolution in accordance with clause 21.
  9. At any time after the final account has been agreed or where the final account has not been agreed within two calendar months of the later of Practical Completion of the Works (or of the last Section (where applicable)) or submission of the Contractor’s draft final account, the Contractor may issue a final account application for payment to the Employer. The date of submission of the Contractor’s final account application will be the “**final account due date**”. The Contractor’s application will set out what the Contractor considers to be due on the final account due date and the Contractor’s calculation of the amount due on the following basis:
     1. the Contract Sum to which the Contractor is entitled at the final account due date, with adjustments for any Changes and any other entitlements and adjustments in accordance with this Order;

less:

* + 1. where the final account application is made before the end of the Defects Period, any remaining Retention percentage on the value of the Works portion;
    2. sums already paid by the Employer to the Contractor as at the final account due date.
  1. Not later than five days after the final account due date the Employer shall issue a payment notice (“**payment notice**”) to the Contractor specifying the amount the Employer considers to be due to the Contractor at the final account due date and the basis on which the Employer calculates that sum. If the Employer does not serve a payment notice within the period required by this clause 10.12, the Contractor’s application for payment will be the payment notice.
  2. Following receipt of the payment notice or upon expiry of the period for service of the payment notice the Contractor shall provide an invoice to the Employer for the amount stated as due in the payment notice. The final date for payment of the sum due (“**final date**”) shall be calculated as set out in the Order Sheet under Final Date Payment Period.
  3. If the Employer intends to pay less than the amount in the payment notice the Employer shall no later than five Working Days before the final date issue a written notice (“**pay less notice**”) to the Contractor setting out the sum the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated.
  4. The Employer shall pay to the Contractor not less than the amount stated as due either in the payment notice or in any pay less notice (as applicable) by the final date. If the Contractor has not been paid by the final date in accordance with this Order, interest shall be added to the unpaid amount from the final date until the actual date of payment, calculated on a daily basis at the annual percentage rate stated in the Order Sheet above the base rate set from time to time by the Bank of England’s Monetary Policy Committee. Interest shall be a debt due to the Contractor from the Employer.
  5. Where there is a Contract Administrator, the Employer’s payment notice or pay less notice may be given by the Contract Administrator.
  6. The Contract Sum is exclusive of Value Added Tax (“**VAT**”) and in relation to any payment to the Contractor the Employer shall also pay any VAT properly chargeable in respect of it. Where VAT is payable in respect of any payment the Contractor shall provide a VAT invoice under clause 10.4 and clause 10.13.

1. Site conditions
   1. The structures on and conditions of the Site remain the Employer’s responsibility and at the Employer’s risk and the Contractor has no responsibility for defects in the structures on or conditions of the Site.
   2. Where conditions, defects or obstructions arise at the Site which were not reasonably capable of being ascertained by a reasonably experienced contractor from a visual, non-intrusive inspection of the Site (“**unforeseeable conditions**”) and which require the Contractor to alter the way in which it carries out the Works and/or to alter the Contract Documents, the Contractor may give written notice to the Employer of the impact of those unforeseeable conditions and the carrying out of the Works in those unforeseeable conditions shall be treated as a Change instructed pursuant to clause 5.1(b) and for the purposes of clause 9.
2. Loss and/or expense
   1. The Contractor shall be entitled to adjustment of the Contract Sum if the Contractor incurs or is likely to incur loss and/or expense for which it would not be reimbursed for payment under any other provision in this Order as a result of any:
      1. delay or suspension by the Employer in providing possession of the Site or part in accordance with this Order;
      2. Changes;
      3. changes in law after the date of this Order;
      4. Employer instructions to open up or test the Works save to the extent Works are found not to be in accordance with this Order;
      5. delay to receipt of materials where these are specified by the Employer;
      6. interference with the Contractor’s progress of the Works by others authorised on the Site by the Employer;
      7. breach of this Order, delay or act of prevention by the Employer or its representatives;
      8. instructions in respect of errors, ambiguity, conflict or inconsistency;
      9. unforeseeable conditions;
      10. early access agreed with the Employer.
   2. The Contractor shall give written notice to the Employer if it incurs or is likely to incur loss and/or expense as a result of one or more of the matters listed in clause 12.1 and shall include with such notice the Contractor’s calculation as to what should be the resulting adjustment to the Contract Sum. The Contract Sum shall be adjusted according to the Contractor’s notice to the Employer unless the Employer notifies the Contractor in writing within 14 Working Days of receipt of the Contractor’s notice that the Employer does not agree with the Contractor’s adjustment, following which the parties will try to agree the adjustment. Failing such agreement either party may refer the matter to dispute resolution under clause 21.
3. Practical Completion
   1. The Contractor shall give written notice to the Employer and the Contract Administrator (where named in the Order Sheet) when it considers that the Works have reached Practical Completion.

13.2A Where the Order Sheet names a Contract Administrator, within five days of the date of the Contractor's notice pursuant to clause 13.1 the Contract Administrator shall inspect the Works and shall either:

* + 1. confirm in writing to the Employer and the Contractor that the Works have reached Practical Completion, in which case the date of the Contractor’s notice shall be the date of Practical Completion; or
    2. give reasons to the Contractor why the Contract Administrator considers the Works have not reached Practical Completion. Where the Contractor agrees with the Contract Administrator’s reasons the Contractor shall carry out any further work necessary to complete the Works and the process under clause 13.1 and this clause 13.2A shall be repeated. Where the Contractor does not agree with the Contract Administrator’s reasons then the Contractor shall notify the Contract Administrator in writing, giving reasons why it does not agree with the Contract Administrator and the Contractor and the Employer shall work together to seek to agree the matter. The date of the Contractor’s notice pursuant to clause 13.1 shall be the date of Practical Completion until such time as the Contractor and the Employer agree a later date of Practical Completion of the Works or the date of Practical Completion is determined pursuant to the dispute resolution procedure under clause 21.

In the event that the Contract Administrator fails to respond to the Contractor’s notice under clause 13.1 within five days then the date of the Contractor’s notice pursuant to clause 13.1 shall be the date of Practical Completion.

13.2B Where the Order Sheet does not name a Contract Administrator, the date of the Contractor’s notice pursuant to clause 13.1 shall be the date of Practical Completion until such time as the Contractor and the Employer agree a later date of Practical Completion of the Works or the date of Practical Completion is determined pursuant to the dispute resolution procedure pursuant to clause 21.

1. Defects Period

If any defects appear in the Works within the Defects Period due to materials, goods or workmanship not in accordance with this Order, the Employer or the Contract Administrator (as applicable) shall not later than 14 days after the expiry of the Defects Period notify the Contractor who shall make good such defects at its own cost and within a reasonable time, unless the Employer notifies the Contractor that such making good is not required.

1. Duties of the Employer

The Employer shall:

* + 1. ensure that the Employer’s Specification and other Contract Documents are complete and define and describe the Site and the requirements for the Works and that the Works are fully designed save to the extent of any Contractor Design Element so as to enable the Contractor to proceed with and complete the Works in accordance with this Order;
    2. provide to the Contractor reasonable access arrangements to the Site for the carrying out of the Works and the rectification of any defects or snags following Practical Completion in accordance with the Access Requirements, including reasonable delivery access to the site of the Works;
    3. provide whatever information the Contractor may reasonably require or request to enable the Contractor to design (to the extent of any Contractor Design Element), carry out and complete the Works;
    4. obtain all consents and permits required for the Works including (but not limited to) any applicable planning permissions, building regulations consent and environmental permits and pay all related fees and charges; and
    5. be responsible for and provide security to the Site, save where and to the extent that the Employer and the Contractor expressly agree in writing that the Contractor will be responsible for the security of the Site.

1. Suspension and Termination
   1. Where the Employer fails to pay any sum payable to the Contractor by the final date for payment of the relevant sum under this Order, the Contractor shall be entitled (without prejudice to any other right or remedy) to suspend performance of any or all of its obligations under this Order by giving the Employer not less than seven days’ written notice stating the ground or grounds on which it intends to suspend performance. The right to suspend performance shall cease when the Employer makes payment in full of the sum payable and any period during which performance is validly suspended pursuant to this clause shall be disregarded in computing the time taken by the Contractor to complete any part of the Works directly or indirectly affected by the exercise of the right.
   2. Where the Contractor exercises its right of suspension under clause 16.1, the Employer shall pay the Contractor a reasonable amount in respect of costs and expenses reasonably incurred by the Contractor (including but not limited to remobilisation costs) as a result of the exercise of the right.
   3. If before Practical Completion:
      1. the Contractor becomes insolvent (as defined in section 113 of the Housing Grants, Construction and Regeneration Act 1996 (as amended));
      2. the Contractor is in material breach of the terms of this Order and has not rectified the breach within 28 days of receipt of a notice from the Employer notifying the Contractor of the nature of the breach and the steps required to rectify it; or
      3. the Works or a substantial part of the Works are delayed for a period greater than six months as a result of Force Majeure,

the Employer may at any time thereafter by written notice to the Contractor terminate the Contractor’s employment under this Order.

* 1. If at any time:
     1. the Employer fails to pay any sum payable to the Contractor by the final date for payment of the relevant sum under this Order;
     2. the Employer becomes insolvent (as defined in section 113 of the Housing Grants, Construction and Regeneration Act 1996 (as amended));
     3. the start of the Works is delayed by the Employer or as a result of Force Majeure for a period of more than six weeks from the Start Date stated in the Order Sheet;
     4. the Works are delayed after commencement for a period greater than six months (or, greater than the period between the Start Date and the Finish Date stated in the Order Sheet if this is less than six months) as a result of Force Majeure; or
     5. the Employer is in breach of any of the terms of this Order and has not rectified the breach within 21 days of receipt of a notice from the Contractor notifying the Employer of the nature of the breach and the steps required to rectify it,

then the Contractor may by written notice to the Employer terminate the Contractor’s employment under this Order. Any exercise by the Contractor of its right to suspend the Works under clause 16.1 shall not prevent the Contractor from exercising its right subsequently to terminate its employment under this clause at any time thereafter.

* 1. Within 14 days of termination of the Contractor’s employment for any reason the Employer shall pay to the Contractor the value of all work carried out and materials and goods supplied by or on behalf of the Contractor in relation to the Works up to the date of termination less amounts previously paid to the Contractor. Where such termination is pursuant to clause 16.4 the Employer shall in addition pay to the Contractor the Contractor’s costs of demobilisation and an amount equal to the Contractor’s profit on the remaining amount of the Contract Sum not paid to the Contractor.

1. Liability

Except where expressly agreed by the Contractor in writing, the Contractor shall have no liability to the Employer for loss of profit or any indirect or consequential loss arising under or in connection with this Order and/or the Works.

1. CDM Regulations
   1. Where the Contractor is the Principal Contractor it shall comply with its obligations as Principal Contractor under the Construction (Design and Management) Regulations 2007 (“**CDM Regulations**”). Where the Contractor is the CDM Co-ordinator under the Order Sheet it shall comply with its obligations as CDM Co-ordinator under the CDM Regulations.
   2. The Employer shall comply with its obligations as the “Client" under the CDM Regulations and shall procure that the Principal Contractor and the CDM Co-ordinator each complies with its obligations under the CDM Regulations where the Contractor is not named in these roles.
2. Subcontracting
   1. The Contractor may subcontract any part of the Works. The Contractor shall remain responsible for the carrying out of the Works by subcontractors which the Contractor has selected and appointed.
   2. Where the Employer wishes to nominate subcontractors to be appointed or suppliers to be used by the Contractor:
      1. the Employer shall give written notice to the Contractor providing details of the Employer’s preferred subcontractor or supplier and the extent of the Works to be subcontracted or the element of the Works to be supplied, as applicable;
      2. where the Employer’s notice under clause 19.2(a) is given after the date of this Order, the Contractor may by written notice to the Employer object to the Employer’s nominated subcontractor or supplier and the Contractor shall have no obligation to appoint or use the nominated subcontractor or supplier (as applicable);
      3. subject to clause 19.2(b), the Contractor shall appoint the Employer’s nominated subcontractor or supplier. The Contractor shall use reasonable endeavours to manage the nominated subcontractor or supplier during the carrying out of the Works, but where the Works are delayed or disrupted as a result of any act or omission on the part of a nominated subcontractor or supplier or by the termination of its employment under clause 19.3, this will be a Change.
   3. The Contractor may terminate the employment of any nominated subcontractor or supplier where in the reasonable opinion of the Contractor that nominated subcontractor or supplier is adversely affecting the progress of the Works. Prior to such termination the Contractor shall give written notice to the Employer to enable the Employer in its sole discretion to employ directly the nominated subcontractor or supplier.
3. Notices
   1. Subject to clause 20.2:
      1. any notice to be provided under this Order must be provided in writing and may be served by post or by hand to the recipient’s registered office address or to another address notified to the sender in writing by the recipient; and
      2. notices may not be served by email without the express agreement of the recipient.
   2. Payment applications and invoices issued by the Contractor and instructions and notices relating to Changes issued by either party may be submitted by email.
4. Disputes, governing law and jurisdiction
   1. Subject to clause 21.2, any dispute or difference shall, in the first instance, be referred to the respective site representatives of the Employer and the Contractor. If there is a failure to reach agreement between the parties then the dispute may be referred by either party to representatives at director level. In respect of any dispute or difference, the parties and their representatives at each relevant level shall attempt, in good faith, to resolve the matter.
   2. Each party shall have the right to refer any dispute or difference at any time to adjudication in accordance with Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649) as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 (SI 2011/2333) or for construction operations in Wales by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (Wales) Regulations 2011 (SI 2011/1715). The adjudicator shall be appointed by the nominating body in accordance with the Order Sheet.
   3. The law specified in the Order Sheet shall govern the application and interpretation of this Order. Each party submits to the jurisdiction of the courts specified in the Order Sheet.
   4. The Contractor may enforce any of its rights under this Order outside the jurisdiction in which the Site is located.
5. General
   1. The Contractor shall not assign the benefit of this Order without the consent of the Employer. The Employer may assign the benefit of this Order, after payment of the Contractor’s final account and the Retention percentage, to any party taking the Employer’s interest in the Site. No further assignments are permitted without the Contractor’s consent.
   2. Nothing in this Order confers or purports to confer on any third party any benefit or any right to enforce any term of this Order. In particular any advice or works provided by the Contractor is for the sole benefit of the Employer and may not be used or relied upon by third parties.
   3. No variation to this Order may be made without the written agreement of the Employer and the Contractor.
   4. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.