CONTRACT CONDITIONS

Project: Lower Sheering Playground – 4.0m High Perimeter Fence and Access Gate

1. **Contract Documents**

The Contract shall comprise:

a) The Specification.
b) Any drawings issued by the Employer.
c) The Contractor's tender submission.
d) Any written clarifications issued prior to award.
e) These Contract Conditions.

In the event of discrepancy, the order of precedence shall be:

1. Contract Conditions
2. Specification
3. Drawings
4. Contractor's Tender
5. Contractor's Obligations

The Contractor shall provide all labour, supervision, materials, plant, equipment, transport and all other resources necessary to complete the Works.

The Contractor shall satisfy themselves as to site conditions, access arrangements, working restrictions and all matters affecting execution of the Works before submission of their tender.

No additional payment shall be made for matters that could reasonably have been identified during a site inspection.

3. **Site Visit**

Tenderers shall be deemed to have visited the site and familiarised themselves with:

• Site access restrictions.
• Existing fencing and gate arrangements.
• Ground conditions visible at the time of inspection.
• Storage and working areas.
• Adjacent facilities and users.

Failure to inspect the site shall not constitute grounds for additional payment.

4. **Programme and Completion**

The Contractor shall commence the Works on a mutually agreed date following award of contract.

The Contractor shall provide an estimated programme of works prior to commencement.

The Contractor shall proceed regularly and diligently and complete the Works within the agreed contract period.

5. **Health and Safety**

The Contractor shall act as Principal Contractor where required under the Construction (Design and Management) Regulations 2015.

Prior to commencement the Contractor shall provide:

- Risk Assessments.
- Method Statements (RAMS).
- Construction programme.
- Evidence of relevant insurance.

The Contractor shall maintain safe working practices throughout the contract period.

6. **Protection of the Public and Site Security and Protection Against Unauthorised Occupation**

The Works are located within a recreational area and the Contractor shall take all necessary precautions to protect members of the public.

The Contractor shall:

- Secure work areas.
- Provide barriers, fencing and warning signage.
- Prevent unauthorised access to the works.
- Maintain safe pedestrian routes where required.

The Contractor shall be responsible for maintaining the security of the site at all times during the Works. The Contractor shall take all reasonable measures to prevent unauthorised access, trespass, vandalism, fly-tipping, unlawful occupation, or the establishment of any unauthorised encampment on the site. Such measures shall include maintaining secure perimeter fencing, keeping gates locked when the site is unattended, and ensuring that any temporary security arrangements remain effective throughout the contract period. Any breach of site security shall be reported to the Employer immediately, together with details of the actions taken to restore security.

7. **Underground Services**

The Contractor shall locate and identify underground services prior to excavation.

Any damage caused to existing services shall be made good by the Contractor at their own expense.

The Employer accepts no responsibility for damage arising from the Contractor's failure to adequately investigate the presence of services.

8. **Materials and Workmanship**

All materials shall be new and of merchantable quality.

Workmanship shall be carried out by competent operatives experienced in fencing installation.

The Employer reserves the right to reject defective materials or workmanship and require replacement at no additional cost.

9. **Standards and Compliance**

The Works shall comply with:

- BS 1722.
- BS EN ISO 1461.
- Construction (Design and Management) Regulations 2015.
- Health and Safety at Work etc. Act 1974.
- Current Building Regulations where applicable.
- All other relevant UK legislation and industry standards.

10. **Structural Adequacy**

The Contractor shall ensure that the fencing system, posts, gate and foundations are structurally adequate for the site conditions.

Where required, the Contractor shall provide structural calculations demonstrating compliance with applicable wind loading requirements.

Any increase in post size or foundation dimensions required to achieve compliance shall be deemed included within the Contract Sum.

11. **Variations**

No variation shall be carried out without prior written instruction from the Employer.

Where a variation affects the Contract Sum, the Contractor shall submit a quotation for approval before proceeding.

12. **Measurement and Payment**

The Contract Sum shall be a fixed lump sum price unless otherwise stated.

The Contractor shall be deemed to have included for:

• Removal and disposal of existing undergrowth, fencing and gate.
• Excavation and concrete foundations.
• Waste disposal.
• Temporary works.
• Testing and commissioning.
• All ancillary materials and fixings.
• All labour, plant and transport.

No additional payment shall be made for minor discrepancies in measured quantities.

13. Waste Disposal

All waste materials arising from the Works shall become the property of the Contractor.

Waste shall be removed from site and disposed of at appropriately licensed facilities.

The Contractor shall comply with all applicable waste management legislation.

14. Insurance

The Contractor shall maintain throughout the duration of the Works:

• Public Liability Insurance with a minimum indemnity of £10,000,000.
• Employer's Liability Insurance with a minimum indemnity of £5,000,000.
• Contractors' All Risks Insurance sufficient to cover the value of the Works.

Evidence of insurance shall be provided upon request.

15. Defects Liability Period

The Contractor shall rectify, at their own expense, any defects arising from faulty workmanship, materials or installation identified within twelve (12) months of Practical Completion.

All remedial works shall be completed within a reasonable period following notification.

16. Warranties

Upon completion the Contractor shall provide:

• Manufacturer's warranty documentation.
• Product data sheets if requested.
• Maintenance recommendations.

17. Practical Completion

Practical Completion shall be achieved when:

• The fencing and gate have been fully installed.
• The gate operates correctly.
• All fixings are secure.
• Surplus materials and debris have been removed.
• Disturbed ground has been made good.
• Required documentation has been submitted.

18. Payment Terms

Payment shall be made within 30 days of receipt of a valid invoice following certification of satisfactory completion of the Works by the Employer.

The Employer reserves the right to withhold payment for defective or incomplete works until such defects have been rectified.

19. Termination

The Employer may terminate the Contract if the Contractor:

• Fails to proceed diligently with the Works.
• Becomes insolvent.
• Repeatedly fails to comply with health and safety requirements.
• Fails to rectify defective work after reasonable notice.

20. Disputes

Any dispute arising under the Contract shall first be referred to negotiation between the parties.

Where resolution cannot be achieved, the dispute may be referred to adjudication in accordance with the Housing Grants, Construction and Regeneration Act 1996 (as amended).