



Standard Conditions (Tier 1) ^{v3.2}

1. The Contract and Definitions

- 1.1. These Standard Conditions (Tier 1) only apply where the Price is £75,000 or less and the duration of the Works is expected to be less than 42 Days. If the Price is £75,001 or a greater sum or the duration of the Works is longer than 42 Days, then the Standard Conditions (Tier 2) shall apply to the Contract.
- 1.2. In the Contract, the following words shall be given the meanings set out below:
 - 1.2.1. "Agent" means any architect, contract administrator, project manager or other agent who has authority to act on the Client's behalf in respect of the Project (as specified in the Contract Documents or as otherwise notified by the Client to CCCL).
 - 1.2.2. "CCCL" means C. C. Contracting Limited a company registered in England & Wales with company number 02691252.
 - 1.2.3. "Days" means calendar days. Where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date.
 - 1.2.4. "Client" means the other party to the Contract identified in the Contract Documents.
 - 1.2.5. "Price" means the sum payable to CCCL by the Client for performing the Works, as set out in the Contract Documents, including any adjustment to the Price in accordance with these Standard Conditions. Unless stated otherwise, the Price is exclusive of VAT, which shall be paid in addition in accordance with statute. Unless stated otherwise, the Price is also exclusive of any fees, levies or charges payable in respect of the Works or the Project, which shall either be paid by the Client or, if paid by CCCL, shall be reimbursed to CCCL in addition to the Price.
 - 1.2.6. "Project" means the project which the Client is carrying out, of which the Works form the whole or a part.
 - 1.2.7. "Variation" means (i) any addition to, omission from, substitution of, or other change to the Works; (ii) any change to the method or sequence of the Works as described in the Contract Documents; (iii) any amendment to or addition of constraints to the Works, such as alterations to site access or working hours; (iv) any instruction for the expenditure of a provisional sum.

1.2.8. "Works" means the works which CCCL is to perform as identified and described within the Contract Documents, including any changes to those works made in accordance with the Contract.

- 1.3. The Client engages CCCL to carry out the Works in accordance with the Contract for the Price.
- 1.4. The Contract is comprised of the following documents (together, the "Contract Documents"):
 - 1.4.1. These Standard Conditions;
 - 1.4.2. CCCL's Order Acknowledgment for the Works (if any);
 - 1.4.3. CCCL's Quotation for the Works.
- 1.5. The Contract Documents are to be read together and as a whole. If there is any discrepancy between the Contract Documents, then the order of priority is as they are listed at **clause 1.4**, in descending order.
- 1.6. If the Client has appointed an Agent, then that Agent has full authority to act on behalf of the Client for the purposes of the Contract. This includes that the Agent is authorised to give or receive any notice or other communication on behalf of the Client under this Contract.

2. The Works

- 2.1. CCCL shall:
 - 2.1.1. carry out and complete the Works in a proper and workmanlike manner in accordance with the Contract Documents; and
 - 2.1.2. comply with any reasonable instructions given by the Client in relation to the carrying out of the Works, including (subject to **clause 3** below) any instructions which vary the Works.
- 2.2. This **clause 2.2** applies if the Contract states that CCCL is to carry out the design of all or part of the Works. In carrying out its design, CCCL shall exercise all the reasonable skill, care and diligence that would be expected from an appropriately qualified professional designer carrying out the design of works similar to the Works.
- 2.3. All periods or dates for completion are target dates only. CCCL's only responsibility is to carry out and complete the Works within a reasonable time.
- 2.4. All instructions shall be given by the Client in writing. If CCCL receives an instruction other than in writing, then CCCL may confirm that instruction to the Client in writing within a reasonable time. If the Client does not object within 2 Days of receiving the confirmation of instruction from CCCL, then from that time it shall be treated as an instruction in writing from the Client.



- 2.5. The Client shall, in good time to enable CCCL to progress the design and construction of the Works, provide:
- 2.5.1. all attendances and other items necessary for the performance of the Works which are not identified in the Contract Documents as being provided by CCCL;
 - 2.5.2. any design document, information, instruction and/or decision required by CCCL from the Client in respect of the Works.
- 2.6. The parties will comply with their obligations under the Construction (Design and Management) Regulations 2015.
- 2.7. For a period of 12 months following completion of the Works, the Client shall notify CCCL if any defects appear in the Works and will afford CCCL a reasonable opportunity to make good those defects. "Defects" in this context means any defect, fault, shrinkage or other damage caused by CCCL's breach of its obligations under the Contract.
- 3. Variations**
- 3.1. If the Client instructs CCCL to carry out a Variation (a "Variation Instruction"), then CCCL shall provide a quotation to the Client. The quotation shall set out the adjustment to the Price which CCCL would require for carrying out the Variation, including any adjustment to CCCL's preliminaries costs, and any advance payment which CCCL may require in respect of the Variation.
- 3.2. On receiving the quotation, the Client may:
- 3.2.1. accept the quotation, in which case CCCL shall then comply with the Variation Instruction;
 - 3.2.2. reject the quotation and withdraw the Variation Instruction.
- 3.3. CCCL may (at its sole discretion) carry out a Variation without first agreeing a quotation. If so, then unless the parties agree otherwise, the adjustment to the Price for the Variation shall be valued on a fair and reasonable basis, having due regard to (a) any rates or prices contained within the Contract Documents and (b) any changes to the circumstances under which the Works are being performed.
- 4. Payment**
- 4.1. CCCL shall be entitled to apply for payment of the Price and any other amounts which are payable under this Contract on completion of the Works (or following the date on which CCCL left site, if earlier). CCCL may make further applications for payment for any remaining amounts which are payable under this Contract.
- 4.2. The application for payment shall set out the sum which CCCL considers is due and the basis on which that sum was calculated. The due date for payment shall be the date on which the Client received the application.
- 4.3. The final date for payment in respect of any sum which becomes due to CCCL under this Contract shall be thirty Days after the due date.
- 4.4. Not later than five Days before the final date for payment, the Client may give a notice of its intention to pay less than the sum set out in the application for payment to CCCL. The pay less notice shall set out the sum which the Client considers is due on the date the pay less notice is served, and the basis on which that sum is calculated.
- 4.5. On or before the final date for payment, the Client shall pay to CCCL:
- 4.5.1. the sum stated in the pay less notice (if any); or otherwise
 - 4.5.2. the sum stated in CCCL's payment application.
- 4.6. If the Contract Documents set out that an advance payment is to be made to CCCL or an advance payment is payable in respect of any Variation, then the payment of that advance payment to CCCL by the Client is a condition precedent to CCCL's obligation to (or, as the case may be, to continue to) carry out and complete the Works. The amount of the advance payment shall be held by CCCL on account of its costs and expenses in performing the Works and shall, following completion of the Works, be set off against any sums which may then be payable to CCCL (and the remaining balance (if any) will then be refunded to the Client).
- 5. Insurances and Liability**
- 5.1. CCCL shall maintain public liability insurance and employer's liability insurance while carrying out the Works.
- 5.2. The Client shall take out policies of insurance in respect of (a) the carrying out of the work comprising the Project and all materials at the site of the Project and (b) existing structures (if any) at the site of the Project. The Client warrants that CCCL is recognised as an insured under those policies and/or that insurers under those policies have waived any rights of subrogation which they might otherwise have against CCCL. CCCL shall have no liability to the Client in respect of any matter which is covered or intended to be covered by those policies of insurance.
- 5.3. CCCL's liability in connection with **clause 2.2** (Design) (including any liability for breach of the obligations set out in clause 2.2 and any liability (other than for death or personal injury) resulting from CCCL's negligence in performing its obligations under clause 2.2) shall not exceed in aggregate the sum of **£50,000**.
- 5.4. CCCL's liability in relation to any delay to the Works or the Project caused by CCCL shall not exceed in aggregate a sum **equal to the Price**.



- 5.5. CCCL shall have no liability for any loss of profit, loss of contract, loss of business, or any indirect or consequential losses.
- 6. Termination, Law, Dispute Resolution and Other Matters**
- 6.1. Either party may terminate CCCL's engagement under the Contract immediately by notice if:
- 6.1.1. the other party becomes insolvent. For the purposes of this clause, "becomes insolvent" shall have the meaning stated in section 113 of the Housing Grants, Construction and Regeneration Act 1996 (as amended); or
- 6.1.2. the other party has materially breached the terms of the Contract and has not remedied the breach within ten Days of receiving a notice from the non-defaulting party which specifies the breach and requires it to be remedied.
- 6.2. In the event of termination:
- 6.2.1. CCCL shall be entitled to be paid for the Works properly carried out up to the date of termination;
- 6.2.2. If CCCL terminated its engagement, then CCCL shall also be reimbursed:
- (i) its reasonable additional costs and expenses arising out of the termination; and
- (ii) any costs incurred by CCCL in contemplation of carrying out the Works for which CCCL would not otherwise be compensated, including the costs of any goods or materials which were properly ordered by CCCL prior to the date of termination for which CCCL has paid or is legally bound to pay.
- 6.3. Any communication or notice given under this Contract shall be in writing and, except as otherwise set out in this clause, may be sent by any effective means (including to any email address notified by a party as its address for receiving communications). Notices or other communications sent to CCCL by email shall be copied to office@cccontracting.co.uk. Any notice which appoints or revokes the appointment of an Agent, any notice under **clause 6.1**, any notice of adjudication issued pursuant to **clause 6.10**, and/or any notice of arbitration issued pursuant to **clause 6.11**, shall be issued by recorded, special or courier delivery to the relevant party's registered address and, if different, to its address recorded in the Contract Documents.
- 6.4. Neither party may assign its rights or any benefit under this Contract without the consent of the other party (which may be withheld at that party's reasonable discretion).
- 6.5. Nothing in the Contract is intended to confer any right or benefit on any person other than the parties, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 6.6. Section headings in these Standard Conditions are for convenience only and do not affect the interpretation of the individual provisions.
- 6.7. Should any part of these Standard Conditions be found to be illegal, unenforceable and/or otherwise invalid, that part shall be severed and deleted from the remaining part of these Standard Conditions and treated as if it had never been incorporated into the Contract, and the remainder of the Contract shall remain in full force and effect.
- 6.8. Any delay by either party in exercising any of its rights shall not be treated as a waiver of those rights. Any failure to exercise rights on any given occasion shall not prevent a party from exercising those or any other rights on any future occasion.
- 6.9. The law of the Contract is the law of England and Wales.
- 6.10. Either party may refer any dispute or difference arising under or in connection with the Contract to adjudication in accordance with Part I of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). The Adjudicator Nominating Body is the Royal Institution of Chartered Surveyors.
- 6.11. Any dispute or difference arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator. The seat of the arbitration shall be London and the Construction Industry Model Arbitration Rules (CIMAR) current at the date the Contract is made shall apply to the arbitration. The arbitrator shall adopt Rule 8 (Documents Only) as the procedure for the arbitration. If the identity of the arbitrator is not agreed between the parties, then either party may apply to the president or a vice president for the time being of the Royal Institution of Chartered Surveyors for the appointment of an arbitrator.
- 6.12. All information and documents provided in adjudication or arbitration are to be treated as confidential by the parties and the tribunal.