

Use only where the client is a company, public body or other organisation, or an individual acting for their business (for example letting property). If the client is an individual having work done for themselves — whether or not they live there — use KD-AGR-DC-001. The payment notices are KD-PAY-AP-001 to KD-PAY-SN-005 with the dates tracked on KD-PAY-PT-006; changes, daywork and delay notices are KD-CA-VR-001, KD-CA-VQ-002, KD-CA-DW-003 and KD-CA-ND-005; CIS records are KD-CIS-VR-001 and KD-CIS-PD-002. For work let to a subcontractor, use the subcontract agreement in the building contracts range.

BEFORE YOU USE THIS CONTRACT

- This is a template. Fill in every box in Part A, strike through anything that does not apply, and both read the whole contract before signing. Each party keeps a signed copy.
- Take independent legal advice where the value of the work or the risk justifies it. For larger or more complex work, or where a contract administrator is appointed, a published standard form — for example the JCT Minor Works Building Contract 2024 — may suit better.
- Two tests decide whether this is the right contract. Consumer law, including cancellation rights, protects an individual having work done wholly or mainly outside their trade or business, wherever they live — use KD-AGR-DC-001 for them; a trader who says an individual is not a consumer must prove it (Consumer Rights Act 2015 s.2(4)). Separately, the Construction Act payment and adjudication rules do not apply to work mainly to a home that one of the parties lives in or intends to live in (Housing Grants, Construction and Regeneration Act 1996 s.106). Where the consumer test is unclear, use KD-AGR-DC-001; where only the home test is unclear, take advice.
- Nothing in this contract removes rights the law gives either party that a contract cannot take away. The payment and notice dates in term 7 have legal consequences: put every date in a diary, use the notices named, check the time limits before issuing one, and take advice where money or liability is at stake.
- Written for work in England and Wales. Scotland has its own version of the payment and adjudication scheme and its own contract law; the construction contracts part of that Act does not reach Northern Ireland, which has its own rules. Do not use this contract for work there without advice.

PART A — THE DETAILS OF THIS CONTRACT

1 THE CONTRACTOR AND THE CLIENT

CONTRACTOR — NAME	COMPANY NO. / LEGAL STATUS	VAT NUMBER	CONTRACTOR'S REPRESENTATIVE
CONTRACTOR'S REGISTERED OR MAIN BUSINESS ADDRESS			
CONTRACTOR'S EMAIL ADDRESS FOR NOTICES			
CLIENT — NAME	COMPANY NO. / LEGAL STATUS	CLIENT'S REPRESENTATIVE — MAY INSTRUCT CHANGES	
CLIENT'S REGISTERED OR MAIN BUSINESS ADDRESS		CLIENT'S EMAIL ADDRESS FOR NOTICES	

The client is (tick one):

- ☐ A company, LLP or partnership
- ☐ A public body, school or charity
- ☐ An individual acting for their business — for example letting property
- ☐ A developer
- ☐ The client confirms it is not an individual having this work done for themselves outside a trade or business.
- ☐ Nobody who is a party to this contract lives in the property, or intends to live in it, as their home.

2 THE SITE AND THE WORKS

SITE ADDRESS	ACCESS AND WORKING RESTRICTIONS
DESCRIPTION OF THE WORKS	
CONTRACT DOCUMENTS — TITLE, NUMBER, REVISION AND DATE OF EACH	
NOT INCLUDED	

☐ The contractor does no design

☐ The contractor designs only the parts listed below (term 2.4)

CONTRACTOR'S DESIGN — THE PARTS

3 PRICE, CIS AND VAT

CONTRACT SUM £ (EXCLUDING VAT)	PRICE BASIS	
DAYWORK LABOUR RATES £ PER HOUR BY TRADE (TERM 5.4)	DAYWORK PLANT RATES	DAYWORK MATERIALS

PROVISIONAL SUMS AND ALLOWANCES — AND HOW EACH IS ADJUSTED

Construction Industry Scheme (tick one — term 8.1):

☐ The client is not a contractor under the Construction Industry Scheme for this work — no CIS deductions

☐ The client is a contractor under the Construction Industry Scheme — for example a property developer, or a business whose spending on construction brings it into the scheme: it verifies and deducts as HMRC directs

CONTRACTOR'S UTR (FOR VERIFICATION)

CLIENT'S EMPLOYER REFERENCE FOR CIS

VAT (tick one — term 8.2):

☐ VAT added in the normal way — the client is not VAT registered, or the VAT domestic reverse charge does not apply to this work

☐ VAT added in the normal way — by ticking this box the client confirms in writing that it is an end user (or intermediary supplier) for the VAT domestic reverse charge

☐ The VAT domestic reverse charge applies — the client is VAT and CIS registered and is not an end user: the client accounts for the VAT to HMRC

4 TIME

START DATE — SITE AVAILABLE FROM	COMPLETION DATE	LATE FINISH DAMAGES £ PER WEEK	DEFECTS PERIOD (MONTHS)
WORKING HOURS	OTHER REASONS FOR MORE TIME AGREED (TERM 6.2)	STOPPAGE WEEKS (TERM 14.5)	

5 PAYMENT AND ADJUDICATION DETAILS

Payments are made (tick one):

☐ Monthly, on the valuation dates below

☐ By stages — the table below

☐ In one payment on completion — the parties agree the works are estimated to take less than 45 days

VALUATION DATE	APPLICATION TO REACH THE CLIENT BY	DUE DATE	FINAL DATE FOR PAYMENT

STAGE	PAYMENT BECOMES DUE WHEN THIS STAGE IS FINISHED	AMOUNT £ EXCL. VAT

PAY LESS NOTICE — LATEST, DAYS BEFORE THE FINAL DATE	FINAL ACCOUNT SENT WITHIN	FINAL PAYMENT DUE DATE

☐ No retention

☐ Retention deducted at the percentage below and released as below (term 9)

RETENTION %	PART RELEASED AT COMPLETION	LONG-STOP DATE FOR THAT RELEASE

BALANCE RELEASED

LONG-STOP DATE FOR THE BALANCE

CONTRACTOR'S BANK DETAILS

ADJUDICATOR NOMINATING BODY (TERM 10.3)

NAMED ADJUDICATOR (OPTIONAL)

LIABILITY LIMIT FOR EACH PARTY £ (TERM 13)

6 INSURANCE, PERMISSIONS AND ROLES

CONTRACTOR'S PUBLIC LIABILITY INSURER, POLICY NO. AND LIMIT £

EMPLOYERS' LIABILITY INSURER AND POLICY NO.

☐ The contractor insures the works and materials on site until completion☐ The client insures the works, materials on site and the existing buildings until completion

WORKS INSURER, POLICY NO. AND SUM INSURED £

PROFESSIONAL INDEMNITY (CONTRACTOR'S DESIGN ONLY)

Who arranges each item (tick one column in each row):

ITEM	CLIENT	CONTRACTOR	NOT NEEDED	REFERENCE, FEE OR NOTE
Planning permission, or confirming none is needed	☐	☐	☐	
Building control — application, inspections, completion certificate	☐	☐	☐	
Party wall notices — the building owner's notices (term 4.5)	☐	☐	☐	
Structural and other design not by the contractor	☐	☐	☐	
Asbestos information — the survey or register for the areas of work	☐	☐	☐	
Other consents — landlord, freeholder, listed building, highway licences	☐	☐	☐	

☐ The contractor is the only contractor on the project (terms 4.2 and 4.4)☐ There will be more than one contractor — principal designer and principal contractor named below (terms 4.1 and 4.3)☐ The project is notifiable to HSE — the client notifies before the construction phase begins (term 4.1)

PRINCIPAL DESIGNER

PRINCIPAL CONTRACTOR

7 SIGNATURES

This contract is made up of Part A, the terms that follow (terms 1 to 15) and the contract documents listed in section 2. Each person signing confirms they are authorised to sign for the party named, has read the whole contract and agrees to it. The client confirms it has been told of its duties as client under CDM 2015 and the Building Regulations 2010 (term 4).

For the contractor

PRINTED NAME

POSITION / CAPACITY

SIGNATURE

DATE

For the client

PRINTED NAME

POSITION / CAPACITY

SIGNATURE

DATE

8 TERMS OF THIS CONTRACT

1 HOW THIS CONTRACT WORKS

- 1.1 "The contractor" and "the client" are the parties named in Part A. "The works" means the works described in section 2, with any changes made under term 5.
- 1.2 The contract is Part A, these terms and the contract documents listed in section 2. If they conflict, Part A comes first, then these terms, then the contract documents.
- 1.3 The client's representative named in Part A acts for the client. Only that person, or a replacement the client names in writing, may ask for changes or agree more time.
- 1.4 Notices under this contract are in writing and are given by email to the address for notices in Part A, or by post or by hand to the address in Part A (Housing Grants, Construction and Regeneration Act 1996 s.115 lets the parties agree how notices are served). Either party may change its address for notices by notice.
- 1.5 An email notice sent after 17:00, or on a day that is not a working day, counts as given on the next working day. A notice delivered by hand counts as given when delivered.
- 1.6 Periods of days run from the day after the date they are counted from, and leave out Christmas Day, Good Friday and bank holidays in England and Wales (s.116).

2 WHAT THE CONTRACTOR DOES

- 2.1 The contractor builds the works described in the contract documents, using the care and skill of a competent contractor and good building practice, and keeps enough people and resources on the job to finish by the completion date.
- 2.2 Materials the contractor provides are new unless the contract documents say otherwise, of satisfactory quality, and reasonably fit for any purpose the client told the contractor about.
- 2.3 The contractor carries out the works so that they meet the Building Regulations and the other legal requirements that apply to them, and gives the notices section 6 says it arranges.
- 2.4 Where section 2 says the contractor designs part of the works, it designs that part using the care and skill expected of a competent designer of that kind of work.
- 2.5 The contractor may use subcontractors for part of the works if the client agrees, which the client does not refuse unreasonably, and the contractor stays responsible for their work.

3 WHAT THE CLIENT PROVIDES

- 3.1 The client lets the contractor have the site from the start date, and gives the information, decisions and drawings the works need early enough for the contractor to keep to time.
- 3.2 Before the work it affects begins, the client gives the contractor the information it holds, or can reasonably get, about the site and the existing buildings — including asbestos information, where services run, and any known structural or ground problems.
- 3.3 The client pays the contractor as term 7 sets out, and organises any other contractors it employs on the site so that they do not hold up the works.

4 SAFETY, BUILDING RULES AND NEIGHBOURS

- 4.1 Under CDM 2015 the client makes suitable arrangements for managing the project; provides pre-construction information to every designer and contractor; ensures a construction phase plan is drawn up before the construction phase begins; where there is or will be more than one contractor, appoints a principal designer and a principal contractor in writing before the construction phase begins, and if it does not, carries out their duties itself (CDM 2015 regs 4 and 5); and notifies HSE before the construction phase begins where the work will last longer than 30 working days with more than 20 workers at any one time, or will exceed 500 person days (reg 6).
- 4.2 Where the contractor is the only contractor, it draws up the construction phase plan before the construction phase begins, and plans, manages and monitors the works so that they are carried out safely. Where it is not, it works to the principal contractor's plan and directions.
- 4.3 In England, under Part 2A of the Building Regulations 2010 the client makes suitable arrangements for planning, managing and monitoring the project so that it meets the Building Regulations, and gives designers and contractors the building information it holds (reg 11A). Where there is or will be more than one contractor it appoints a principal designer and a principal contractor in writing (reg 11D(1)), and until it does it carries out their duties itself (reg 11D(5)). Instead of separate appointments, the client may certify in writing that its CDM principal designer and principal contractor are treated as appointed for the Building Regulations too (reg 11D(2)).
- 4.4 Where the contractor is the only contractor it is treated as the principal contractor for the Building Regulations (reg 11D(6)). It will not start the works until satisfied that the client is aware of its duties as client (reg 11L(1)); the client's signature in section 7 records that it has been told (the client brief is KD-BR-CB-006). Wales has its own rules.
- 4.5 Party wall notices are served by the building owner under the Party Wall etc. Act 1996, and the contractor does not start work the notices cover until the notice period has run and consent has been given or any dispute settled.

5 CHANGES AND DAYWORK

- 5.1 The client's representative may ask for a change to the works in writing. A change asked for by word of mouth is confirmed in writing by either party within 2 working days (the contractor uses KD-SITE-VI-015) and entered on the change register (KD-CA-VR-001). The contractor need not make a change that would turn the works into a different kind of job.
- 5.2 Where the client asks, the contractor prices a change before making it (KD-CA-VQ-002). If the client accepts that price in writing, the price and any extra time it states are fixed.
- 5.3 Otherwise a change is paid for at the rates in the contract documents where the work is similar, and at fair rates and prices where it is not.
- 5.4 Work that cannot sensibly be measured is paid by the hour at the daywork rates in section 3, if the client's representative agrees before it starts. The contractor records it on daywork sheets (KD-CA-DW-003) handed to the client's representative by the end of the following week. Signing a sheet agrees the time and resources only, not that the work is extra.

6 TIME

- 6.1 The contractor may start on the start date and must finish the works by the completion date, moved later under this term where it applies.
- 6.2 Reasons for more time. The completion date moves later when the works are held up by: (a) changes the client asks for under term 5; (b) the client not providing information, decisions, access or payment when due; (c) other contractors working for the client; (d) a suspension for non-payment under term 7.9; (e) weather much worse than is usual for the place and time of year; (f) fire, flood, storm, epidemic, civil emergency or government action; (g) utility companies doing their own work; or (h) anything else listed in section 4. A hold-up the contractor causes is not a reason for more time.

- 6.3** The contractor tells the client in writing as soon as it can see a hold-up that will make it finish late, saying what caused it and how much later it expects to finish (KD-CA-ND-005), and then gives the further details the client reasonably asks for.
- 6.4** Within 14 days of receiving enough detail, the client's representative gives a new completion date in writing that fairly reflects the hold-up. Where the hold-up comes under (a) to (c), the client also pays the extra cost the contractor reasonably incurs because of it, which the contractor tells the client about promptly (KD-CA-LE-006).
- 6.5** Late finish damages. If section 4 gives a weekly figure, the contractor pays or allows the client that amount for every week, or part of a week, that the works finish after the completion date as moved under this term; that is the client's only remedy for late finishing. If section 4 gives no figure, the client may recover the loss it proves. The figure should reflect the loss the client is likely to suffer, not punish lateness — take advice on it.
- 6.6** Completion. The works are complete when they are finished apart from small items that do not stop the client using them. The client's representative confirms the completion date in writing within 5 working days after the contractor asks, and does not refuse it unreasonably.

7 PAYMENT

- 7.1** The contractor is paid as section 5 sets out. Where the parties have agreed the works are estimated to take less than 45 days, they may agree one payment on completion; otherwise the contractor is paid in instalments (Housing Grants, Construction and Regeneration Act 1996 s.109).
- 7.2** Application. Before each due date the contractor sends an application (KD-PAY-AP-001) stating the sum it considers will be due at the due date and how that sum is calculated, so that it reaches the client by the date in section 5.
- 7.3** Sum due. The sum due at each due date is the value of the work properly carried out (and materials properly on site where the contract documents provide for them), with changes and daywork valued under term 5 and any other sums due under the contract, less retention under term 9 and the amounts already due in earlier payments.
- 7.4** Payment notice. Not later than 5 days after each due date, the client (or its representative) gives the contractor a payment notice (KD-PAY-PN-003) stating the sum it considers to be or to have been due at the due date and the basis on which it is calculated. The sum may be zero (HGCRA 1996 s.110A).
- 7.5** No payment notice. If the client does not give a payment notice in time, the contractor's application sent in time under term 7.2 is the notice of the sum due (s.110B(4)). If the contractor did not send an application in time under term 7.2, it may give a payee's notice in default (KD-PAY-DN-002) at any time; the final date for payment then moves back by the number of days the notice was late (s.110B(2) and (3)).
- 7.6** Final date. The client pays the notified sum by the final date for payment in section 5 (s.111(1)). If section 5 gives no final date, it is 17 days after the due date (Scheme for Construction Contracts (England and Wales) Regulations 1998, Schedule Part II para 8(2)).
- 7.7** Pay less notice. The client may pay less than the notified sum only by giving a pay less notice (KD-PAY-PL-004) no later than the number of days before the final date in section 5 — 7 days if none is entered (Scheme Part II para 10) — stating the sum it considers to be due on the date of the notice and the basis on which it is calculated, which may be zero (s.111(3) to (5)). A pay less notice that answers the contractor's application or payee's notice in default may not be given before it (s.111(5)(b)).
- 7.8** No pay-when-paid. Payment under this contract does not depend on the client being paid by anyone else (s.113).
- 7.9** Suspension. If the client does not pay in full, by the final date for payment, the sum it must pay under terms 7.6 and 7.7 — the notified sum, or the sum stated in a valid pay less notice — the contractor may suspend any or all of its work after giving the client at least 7 days' written notice of its intention, stating the grounds (KD-PAY-SN-005). The right ends when that sum is paid in full. The client pays the contractor a reasonable amount for the costs and expenses the suspension reasonably causes, and the time the work is suspended does not count towards the time for completion (s.112). A disagreement about how much is due goes to adjudication (term 10), not suspension.
- 7.10** Late payment. A sum paid late carries statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (KD-PAY-LP-007). This contract sets no other remedy for late payment.
- 7.11** Final account. The contractor sends its final account with the supporting information within the period in section 5. The final payment becomes due on the final payment due date in section 5, and terms 7.4 to 7.10 apply to it as they apply to every other payment.

8 CIS AND VAT

- 8.1** Where section 3 shows the client is a contractor under the Construction Industry Scheme, the client verifies the contractor with HMRC before the first payment (unless HMRC's rules say it need not), and deducts from each payment the percentage HMRC tells it to, leaving out VAT and the direct cost to the contractor of materials used or to be used in the works — what the contractor actually paid for them, not the price charged or any mark-up — which the contractor shows with each application and backs with invoices on request (Finance Act 2004 s.61(1); HMRC CIS 340). The client pays the deduction to HMRC and gives the contractor a payment and deduction statement within 14 days after the end of each tax month. Each deduction counts as paid to the contractor. The contractor gives the client its CIS details and tells it straight away if they change.
- 8.2** The contract sum and rates exclude VAT. Where section 3 shows VAT is added in the normal way, the contractor adds VAT at the rate that applies. Where section 3 shows the VAT domestic reverse charge applies, the contractor's invoices carry everything a VAT invoice needs and a note that the reverse charge applies and that the client must account for the VAT to HMRC. An end user can confirm its status in writing, including in a contract, and the reverse charge then does not apply (HMRC VAT domestic reverse charge technical guide).

9 RETENTION

- 9.1** Retention applies only if section 5 says so. It is deducted from each interim payment at the percentage stated there (KD-PAY-RR-008). Retention is a commercial choice the parties make, not a legal requirement.
- 9.2** The part stated in section 5 is released at completion and the balance when section 5 says — each in any case by its long-stop date in section 5.
- 9.3** Each release becomes due on its release date or long-stop date, whichever is earlier, and terms 7.4 to 7.10 apply to it.

10 DISPUTES, ADJUDICATION AND THE COURTS

- 10.1** The representatives try to settle any disagreement by talking first. That does not delay either party's right to refer a dispute to adjudication at any time.
- 10.2** Either party may refer a dispute or difference arising under this contract to adjudication at any time.
- 10.3** The adjudication provisions in Part I of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 apply. The body named in section 5 is the nominating body; if section 5 names an adjudicator, that person is asked first.
- 10.4** The adjudicator's decision binds the parties, and they comply with it, until the dispute is finally decided by legal proceedings or by agreement. The adjudicator may decide how their fees and expenses are shared between the parties.
- 10.5** This contract is governed by the law of England and Wales. The courts of England and Wales finally decide any dispute; an adjudicator's decision binds the parties until then.

11 INSURANCE

- 11.1** The contractor keeps public liability insurance at the limit in section 6, and employers' liability insurance as the Employers' Liability (Compulsory Insurance) Act 1969 requires, until the end of the defects period; and professional indemnity insurance where it designs.
- 11.2** The party section 6 names insures the works and materials on site against loss or damage for their full rebuilding value until completion; where the client insures, that cover also includes the existing buildings. Each party shows the other its insurance evidence on request.

12 FAULTS AFTER COMPLETION

- 12.1** For the defects period stated in section 4, which starts on the completion date, the contractor comes back and puts right, at its own cost, any fault in the works caused by materials or work that do not meet this contract, once the client tells it in writing. It does so within a reasonable time, and the client gives it access.
- 12.2** If the contractor does not start putting a reported fault right within a reasonable time after a second written request, the client may have it put right by others and recover the reasonable cost — by a pay less notice under term 7.7 where the cost is to come off a payment.
- 12.3** The defects period does not limit the client's rights for faults that appear later.

13 LIMITING LIABILITY, AND THIRD PARTIES

- 13.1** If section 5 states a liability limit, each party's total liability to the other under or in connection with this contract, whether in contract, negligence or otherwise, is limited to that amount.
- 13.2** The limit never limits: (a) the client's obligation to pay the contract sum and any other sums due under the payment terms (term 7), including retention (term 9); (b) liability for death or personal injury caused by negligence, which cannot be limited (Unfair Contract Terms Act 1977 s.2(1)); (c) liability for fraud; (d) liability under the Defective Premises Act 1972 for work to a dwelling or to a building containing one, which no agreement can exclude or restrict (s.6(3)); or (e) any other liability the law does not allow to be limited.
- 13.3** The limit binds only if it is fair and reasonable given what the parties knew or should have known when the contract was made, and the party relying on it must show that; because it is a sum of money, the resources and insurance available to the party relying on it are taken into account (Unfair Contract Terms Act 1977 ss.2(2), 3 and 11). Choose a figure you can justify, and take advice.
- 13.4** A person who is not a party to this contract has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14 ENDING THE CONTRACT

- 14.1** By the client. If the contractor stops work for no good reason (other than a suspension under term 7.9), falls well behind for no good reason, or does not put right work that does not meet this contract, the client may send a written notice describing the problem and allowing 14 days to put it right. If it is not put right in that time, the client may end the contract by a second written notice.
- 14.2** By the contractor. If the client does not pay in full, by the final date for payment, the sum it must pay under terms 7.6 and 7.7, or stops the contractor working for more than 14 days, the contractor may send a written notice describing the problem and allowing 7 days to put it right. If it is not put right in that time, the contractor may end the contract by a second written notice. A disagreement about how much is due goes to adjudication (term 10), not to ending the contract.
- 14.3** The contractor's insolvency. The client may end the contract by written notice if the contractor has a bankruptcy order made against it, has a winding-up order made or a winding-up resolution passed, enters administration, has a receiver appointed, or makes a formal arrangement with its creditors.
- 14.4** The client's insolvency. If the client is a company or an LLP and enters administration or liquidation, comes under a moratorium, has an administrative receiver or provisional liquidator appointed, or has a voluntary arrangement take effect — or, for a company, is the subject of a court order calling a meeting about a compromise or arrangement — the Insolvency Act 1986 (s.233B, applied to LLPs by the Limited Liability Partnerships Regulations 2001 reg 5) stops the contractor ending this contract, or doing anything else under it, because of that — and, while the procedure lasts, stops it using a right to end the contract that had already arisen before the procedure began, such as for an unpaid sum. For an LLP, whether a court-ordered meeting counts is not settled — take advice. The same applies to a partnership client whose voluntary arrangement takes effect (Insolvent Partnerships Order 1994 art 4(3)(a)); for a partnership in administration or being wound up, take advice before ending or suspending. The contractor must not make carrying on with the work conditional on being paid what was owed from before. What the contractor can still do: end the contract if the administrator, administrative receiver, liquidator or provisional liquidator agrees — or, for a moratorium, a voluntary arrangement or a court-ordered meeting, if the client itself agrees — or if a court allows it because carrying on would cause the contractor hardship; and be paid under term 7 for work it carries out after the procedure begins. The earlier unpaid sum is still owed. Take advice as soon as the client enters an insolvency procedure.
- 14.5** Either party may end the contract by written notice if the works are stopped for longer than the number of weeks in section 4 — 8 weeks if none is entered — by an event under term 6.2(f).
- 14.6** When the contract ends, the contractor makes the site safe and removes its equipment, and sends an account of the value of the work properly done and materials properly on site, less the amounts paid. If the contract ended because of the contractor's default, the client may have the works finished by others, and the reasonable extra cost of doing so is included in the account. If it ended because of the client's default, the account also includes the contractor's loss caused by the ending. The balance falls due when the account is sent and the final date for payment is 28 days later; terms 7.4 to 7.10 apply to it, and a balance owed to the client is paid by that date.

15 GENERAL

- 15.1** This contract — Part A, these terms and the contract documents — is the whole agreement about the works and replaces anything agreed earlier about them. It does not limit liability for fraud.
- 15.2** Neither party transfers its rights or obligations under this contract without the other's written consent.
- 15.3** A change to these terms, as opposed to a change to the works under term 5, is agreed in writing and signed by both parties.
- 15.4** If any part of this contract is found to be invalid, the rest continues to have effect. A party that delays in using a right does not give it up.

R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-13	first-issue	First issue.	— not yet approved —
A0	2026-09-13	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.