

10th November 2025

AGENDA

Dear Councillor,

You are summoned to a meeting of the:

Parks and Estate Committee
on Tuesday 18th November 2025 at 7.00pm,
to be held at the Hub Building, Warminster Central Car Park

Membership:

CLlr Allensby (West) Vice Chairman	CLlr S Kirkwood (Broadway) Chairman
CLlr Carter (West)	CLlr Parks (North)
CLlr Cooper (Broadway)	CLlr Robbins (East)
CLlr Jones (North)	

Copied to all other members for information.

Members of the public are welcome to attend meetings of the council and committees, unless excluded due to the confidential nature of the business.

If you wish to contribute during public participation, please contact admin@warminster-tc.gov.uk prior to the meeting to enable this to be facilitated. If you do not attend in person, the chairman may read out your contribution.

Yours sincerely



Cllr S Kirkwood
Chairman Parks and Estate Committee

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- 1. Apologies for absence**
To receive and accept apologies from those unable to attend.
 - 2. Declarations of Interest**
To receive any declarations of interest under Warminster Town Council's Code of Conduct issued in accordance with the Localism Act 2011.

3. **Chairman's Announcements**

To note any announcements made by the chairman.

Standing Orders will be suspended to allow for public participation.

4. **Public Participation**

To enable members of the public to address the committee with a written submission, an allowance of three minutes per person regarding any item on the agenda and to receive any petitions and deputations. The chairperson may read any statements submitted in advance.

Standing Orders will be reinstated following public participation.

5. **Reports from Unitary Authority Members**

To note reports provided which are relevant to this committee.

6. **Pavillion Café Tender**

At their July 2025 meeting members resolved to explore franchising of the Pavilion Café at the Lake Pleasure Grounds and instructed officers to begin the formal tender process to identify a suitable franchise operator.

Four tenders were received, and these have been assessed by Officers and the Chairman and vice-chairman of the Committee. **(See Attached)**

Full copies of submissions and scoring are available to members on request.

Members are asked to award Tenderer C the franchise of the Pavilion Café.

7. **Lake Pleasure Grounds Erosion Protection and vegetation clearance works in the River Were**

Members have previously been informed about concerns regarding the erosion of the banks of the River Were opposite the outflow pipe in the Lake Pleasure Grounds. (By the compound). In addition, the river is becoming choked with excess vegetation that may, if left unchecked, contribute to flooding. A site visit was arranged with a contractor who provided a technical note outlining their recommendations, a quote and the option of an additional day of vegetation works covering the remainder of the channel,

Members are asked to agree to contract Five Rivers to carry out the work in the quote (attached) including the extra days work to remove vegetation at a cost of £23,527.25 plus VAT. Funding to come from EMR Outside Services (Currently £49, 702)

8. **Communications**

Members to decide on items requiring a press release and to confirm a spokesperson if required.

Minutes from this meeting will be available to all members of the public either from our website www.warminster-tc.gov.uk or by contacting us at Warminster Civic Centre.

Date of next meeting: Monday 26th January 2026.

Pavilion Café Tender – Report to Parks and Estate Committee 18th November 2025.

Warminster Town Council invited tenders from competent interested parties to lease the Pavilion Café in the Lake Pleasure Grounds, Warminster. The lease would cover 2026 – 2029 (with an option to extend to 2031)

The Building

The café is equipped with a small kitchen, counter/ base unit and wall mounted shelving units. A selection of fridges and freezers (both display and storage) are available to purchase by separate negotiation. There are two storage rooms within the café. One larger room off the main café area with a smaller room off this. The building is fairly old and was constructed as a tennis pavilion. The council will retain ownership of the building.

Financial Information

In recent years the Pavilion has been run by the town council as a kiosk style operation with the vast majority of sales coming from ice creams and hot and cold drinks.

- Gross Income / Turnover 2022/23: £103,069
- Gross Income / Turnover 2023/24: £96,761
- Gross Income / Turnover 2024/25: £100,599

The cost of water is included in the tender. Electricity will be charged for. The successful applicant will need to put in place their own waste management agreement. (The town council will provide an area within the park compound for bin storage.)

A Heads of Terms was drawn up and set out the principal terms to be agreed between the Landlord and the Tenant for the proposed lease of the cafe premises. This was shared with all tenderers. A formal lease agreement will be prepared by the Landlord's solicitors incorporating these terms and other standard commercial lease provisions.

Tender Submissions

Warminster Town Council required tenderers to submit a full business plan including 3-year financial projections with covering letter. Four tenders were submitted.

Assessment of Submission

The bids were assessed through the use of a quality matrix with a weighting of 70% quality and 30% price.

Category	Criterion	Weighting %
Financial Proposal	Rent/price competitiveness	30
Operational capability	Relevant Experience and track record	10
	Business plan	25
	Menu and products offered	5
Community and sustainability	Community engagement and social value	10
	Sustainability and environmental impact	5
Innovation and added value	Innovation	5
	Marketing and Promotion	5
	Engagement with the council	5

The top 3 scoring tenders were invited to meet with and present their business plans to the council. They met on Monday 10 November with the Chairman and Vice-chairman of the Committee, the Town Clerk and Deputy Town Clerk.

The assessment process indicated a clear preference for Tenderer C.

Conditions of Contract

The Town Council will enter into a formal contract with the successful tenderer for the lease of the café.

The lease will commence as soon as practicable but before 1 March 2026, and will be for a period of five years. There will be a break clause allowing for termination of the contract after three years.

Timeline

August 2025 tender documents made available

Friday 31st October tender closed.

Tuesday 19th November selected tender presentations

w/c 18th November winning tenderer informed.

Lease start: Before 1st March 2026

Quotation and scope of works.

Warminster Park Erosion Protection

Adrain Rogers, Warminster Town Council
Warminster Civic Centre, Sambourne Road
Warminster, Wilts, BA12 8LB

E: Job no. **4563B**
Version. **V2**
5R contact
5R email
Date **11/11/2025**

Job description

- Remove vegetation along approximately 150m of the channel and banks to enable full assessment of bank conditions downstream of the erosion point.
- Install rock rolls across a 6m section opposite the outflow pipe, supplemented with pre-planted coir rolls to tie into the existing bank. Imported soil to be used to infill voids caused by erosion.
- Restore the bank surface with topsoil and grass seeding.
- Undertake a detailed bank condition survey following vegetation clearance to confirm if further works are required.
- Included optional day for vegetation clearance
- FiveRivers to undertake all required TTRO footpath diversions, permissions and licenses as now quoted.

Scope of Works

Design: Excluded.

Construction: We have included for all plant/equipment and labour including site supervision.

Consenting: Only Land drainage consent/Ordinary Watercourse consent for the orks included for.

Construction (Design and Management) Regulations 2015

- Five Rivers would assume the role of Principal Contractor.
- As client, you have responsibilities under CDM regulations 2015. A leaflet from the Health and Safety Executive can be found here detailing your duties under these regulations:

<https://www.hse.gov.uk/construction/cdm/2015/commercial-clients.htm>

Costings

Price

Pre-construction management incl. CDM documentation & utility service search	£	1,844.18
Project & Site Management	£	2,474.30
Mobilisation & demobilisation	£	3,773.44
Provide and maintain site compound (inc. welfare facilities and site security)	£	1,616.00
Consenting Works	£	985.03
150m Vegetation Clearance Works	£	1,522.00

Rock/Coir Roll Installation	£	3,368.22
Bank Erosion Reinstatement	£	1,860.27
Remaining Bank Condition Survey	£	555.30
E/O Permissions, TTRO and Licences	£	4,014.71
Optional: Remainder of Veg clearance (not included in totals below)	£	1,523.80
Sub total	£	22,013.45
VAT @ 20%	£	4,402.69
Total	£	26,416.14

Notes and assumptions

1. Now costed any required consents, licences or permissions will be obtained by FiveRivers.
2. 5R undertaking Ordinary Water course consenting prior to works commencement.
3. No allowance for any ecological surveys or supervision.
4. Assumed no presence of protected species. Checks to be made prior to construction works.
5. We have assumed the works will not be impacted by the presence of utilities. We have not included any costs for utility protection, isolation or diversion. Any such requirements will be determined by service searches and consultation with utility providers and may incur additional costs.
6. Assumes a site compound can be established in car park at each Warminster Park. Compound to be fenced with Heras fencing and be used for storing plant and materials overnight.
7. Assumes footpaths can be closed and diverted as required during the works. High viz pedestrian barriers to be placed to denote works area. 5R to obtain TTRO diversion for works as costed.
8. Plant to tracked to each works area under the supervision of a traffic marshal to ensure public safety.
9. No allowance for any ground protection or track matting.
10. Assumes all posts to be driven into ground. No allowances for concreting of posts

Quotation valid for 30 days



Contact us.
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www.five-rivers.com

Visit us.
Five Rivers, East Farm,
Codford, Wiltshire,
BA12 0PG

Registered details.
Five Rivers Environmental Contracting,
Suite 2 Healey House, Dene Road, Andover, Hants, SP10 2AA.
Registration No: 5084974

Terms & Conditions**1. Definition**

In this document the following words shall have the following meanings:

- 1.1 'Agreement' means these Terms and Conditions together with the terms of any applicable Purchase Order;
- 1.2 'Client' means the person or entity buying Works from the Contractor.
- 1.3 'Contractor' means Five Rivers Environmental Contracting Ltd, Suite 2 Healey House, Dene Road, Andover, Hampshire, United Kingdom, SP 10 2AA.
- 1.4 'Purchase Order' means the Clients written (which, for the purposes of this definition, includes electronic communications) instruction to the Contractor to supply Goods and / or Works, incorporating these conditions and (including the schedules) and the Specification, which provides a value payable by the Client to the Contractor, subject to any further change variation added to the Purchase Order in the form of an instruction to proceed.
- 1.5 'Site' means the location identified in the Purchase Order or the Contractor's quotation if not noted in the Purchase order, if any.
- 1.6 'Specification' means the Specification or Scope or Contractors quotation, attached to or clearly referred to in the Purchase Order, to include all documents, standards and drawings therein referred to.
- 1.7 'Intellectual Property Rights' means: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.8 'Contractor Personnel' means any employee or Contractor supplied by the Contractor to provide Works.
- 1.9 'Completion Date' means the date(s) for completion of the Works as set out in the Quotation.
- 1.10 'Contract' means together the Quotation and these Contract Conditions.
- 1.11 'Contract Sum' means the amount set out in the Quotation (exclusive of VAT) and payable by the Client to the Contractor for the carrying out and completion of the Works.
- 1.12 'Costs' means all costs incurred by the Contractor in preparation for and in carrying out the Works including, but not limited to, costs incurred in the planning process, equipment hire, materials and allocation of workforce calculated at the current workday rates of the contractor.
- 1.13 'Practical Completion' means the completion by the Contractor of the Works in accordance with the terms of this Contract and to the satisfaction of the Client (except for any minor items of incomplete work or minor defects, the existence or rectification of which would not, in the opinion of the Contractor materially interfere with the beneficial use and/or enjoyment of the Works).
- 1.15 'Works' means the Works identified in the Quotation as the Works to be carried out by Contractor under the Contract including and/or taking account of any variations subsequently instructed by the Client.

2. General

- 2.1 These Terms and Conditions shall apply to any Purchase Order for the supply of goods and/or Works by the Contractor.
- 2.2 Where it is agreed that the Contractor shall supply goods and/or Works, the goods and/or Works to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.3 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing in the form of an instruction to the Contractor (which includes electronic communications).
- 2.4 Unless clearly specified by the Client, they hereby appoint the Contractor to provide the Goods and/or Works to the Client on the terms and conditions with effect from the date of this Agreement.
- 2.5 This Agreement shall continue until the Works are completed unless this Agreement is terminated in accordance with Clause 7.

3. Price and Payment

- 3.1 The price and any taxes and expenses for the goods and/or Works shall be as specified in the Purchase Order.
- 3.2 An invoice shall be produced by the Contractor to the Client in accordance with the terms set out in the agreement, unless otherwise specified in the Purchase Order. The final date for payment shall be twenty-eight (28) days from the date of the invoice.
- 3.3 Our quotation is based on cost of labour, equipment and materials prevalent at the date of enquiry. We reserve the right to pass on to you any subsequent increase in cost which may occur at any time.
- 3.4 Our quotation is based on the Specification or Scope attached to or clearly referred to in the enquiry by the Client, to include all documents, standards and drawings therein. We reserve the right to re-measure the Works should quantities change at any time.
- 3.5 Invoices are to be paid within 28 calendar days from the date of invoice. All late payments will be subject to Late Payment Compensation per invoice pursuant to the Late Payment of Commercial Debts Act 1998 and all subsequent amendments. Interest on all late payments will be charged per invoice at the base of England plus a rate of 5% per day from the date the invoice becomes overdue until the date of payment. The Client will be liable for all the costs incurred by the company to achieve payment including those of a solicitor or agency employed by the company to collect payment. The Client agrees to indemnify the company for all cost and expenses which it may incur (including all legal costs) in recovering any unpaid sum.
- 3.6 The Contractor shall be entitled (without prejudice to any other right or remedy) to suspend performance of its obligations under this Sub-Contract by giving not less than 3 days' notice in writing to the Client stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease when the Client makes payment in full of the amount due. Where the Sub-Contractor exercises his right of suspension under this clause, it shall be entitled to cost, and expenses incurred by it as a result of the exercise of that right. Applications in respect of any such costs and expenses shall be made to the Client and the Contractor shall, with its application or on request, submit such details and documents of the costs and expenses as are necessary to enable its entitlement to be ascertained.

- 3.7 No retention money shall be held without previous agreement, which should be negotiated prior to the commencement of Works and in writing.

4. Title

- 4.1 All goods, for whatsoever supplied, shall remain the property of the Contractor until paid in full. Notwithstanding that risk in the goods shall pass to the Client upon delivery, full legal and equitable title and interest in all and any goods supplied by the Contractor to the Client shall remain vested with the Contractor, including where such goods have been affixed to the land or property by the Client, and shall not pass to the Client until the Contractor shall have received payment in full of all amounts due and owed from the Client to the Contractor for the time being (including any interest accruing and owed to the Contractor).

5. Contractor's Obligations

- 5.1 In performing the Works described in our quotation, the Contractor shall exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and competent Contractor experienced in carrying out equivalent Works for projects of a similar size, scope, complexity, value and purpose to this project. The Contractor will use reasonable endeavours to perform the Works in the quotation in accordance with any programme set out in our quotation.

6. Status and Liabilities

- 6.1 The Contractor's total liability to the Client for all matters arising under this agreement, other than the excluded matters, is limited to a total amount of 10% of the purchase order value and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters for which the Contractor's total liability shall be limited are as follows:
 - (1) If such losses are insured and such sums recovered by the Contractor under the Professional Indemnity insurance policy it is required to provide and maintain under this Contract i.e., £100,000.00 in the annual aggregate.
 - (2) If such losses are insured and such sums recovered by the Contractor under the All Risk insurance policy it is required to provide and maintain under this Contract i.e. £1,000,000.00 for any one contract, and
 - (3) If such losses are insured and such sums recovered by the Contractor under the Public Liability insurance policy it is required to provide and maintain under this Contract i.e., £10,000,000.00 in the annual aggregate.
 - (4) The excluded matters for which the Contractor's total liability shall be limited to £1,000,000.00 in the annual aggregate;
 - (a) bodily injury to or death of any persons,
 - (b) infringement by the Contractor of the rights of anyone who is not a Party to this agreement,
 - (c) deliberate default or reckless misconduct by the Contractor,
 - (d) cases of fraud or fraudulent misrepresentation,
 - (e) a breach or offence as detailed in this agreement,
 - (f) indemnities given by the Contractor to the Client under this agreement, or
 - (g) claims as a result of any failure by the Contractor to take out and/or properly maintain insurances and/or any act or omission invalidating or otherwise restricting the entitlement of the Client either to be indemnified under any of the insurances or to receive proceeds pursuant to any insurances.

7. Termination

- 7.1 The Client may terminate this Agreement for any reason by providing 45 days prior written notice to the Contractor.
- 7.2 The Contractor may terminate this Agreement with immediate effect by providing written notice to the Client if:
 - (1) the Client or the Clients Personnel commit any material breach of this Agreement;
 - (2) the Client fails to respond after two written reminders and is having a negative impact on the time and/or cost of Works under this agreement;
 - (3) the Contractor may terminate their appointment in the event of a breach of this agreement by the Client or in the event of the insolvency of the Client. In this agreement 'insolvency' shall mean either party becoming bankrupt going into liquidation (either voluntary or compulsory except as part of a bona fide scheme of reconstruction or amalgamation) being dissolved compounding with its creditors or having a receiver administrative receiver or administrator appointed for the whole or part of its assets.
 - (4) If circumstances arise for which the Contractor is not responsible and which the Contractor considers makes it irresponsible to perform all or any part of the Works, the Contractor shall be entitled to terminate the appointment.
- 7.3 In the event of any termination the Client shall pay the Contractor a fair and reasonable amount inclusive of all direct and indirect cost along with any consequential costs and fees due and commensurate with the Works performed to date of such termination and any outstanding expenses. Termination of the Contractor's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

8. Intellectual Property Rights

- 8.1 The Client acknowledges and agrees that all Intellectual Property Rights and all other rights in the Works, the Deliverables and the Pre-existing Materials shall vest in and shall be and remain the sole and exclusive property of the Contractor.
- 8.2 Subject to Clause 8.3, the Contractor licenses all such rights to the Client free of charge and on a non-exclusive basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Works in relation to the Project.
- 8.3 If and to the extent that any of Intellectual Property Rights and other rights in the Works, the Deliverables and the Pre-existing Materials include or have been created, produced or developed using any Intellectual Property Rights belonging to a third party, Contractor shall use reasonable endeavours to procure that the Client shall be licensed to use such rights excluding the rights of any suppliers or subcontractors of the Contractor.

9. Force Majeure

- 9.1 The Contractor shall be entitled to an additional cost and extension of time to this agreement as may be fair and reasonable if the cause or causes of delay are one or more of the following:
 - (1) failure by the Client to give exclusive possession of the Property or of any part of the Property



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Five Rivers Environmental Contracting,
Suite 2 Healey House, Dene Road, Andover, Hants, SP10 2AA.
Registration No: 5084974

- (2) adverse weather conditions
- (3) any act of prevention or breach of contract by the Client;
- (4) any instruction by the Client to suspend the progress of the Works or any part thereof.
- 9.2 The following elements of Force Majeure as per below list are included into this agreement.
- (1) Epidemic or pandemic or plague (as classified or advised by the World Health Organisation and/or the government of an affected country) including without limitation coronavirus disease (COVID-19) and/or the causative virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), including any mutations of COVID-19 and/or SARS-CoV-2 recognised as the same by the World Health Organisation.
- (2) War, hostilities (whether war is declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, or civil war,
- (3) Act of terrorism and action of the United Kingdom government in response to the threat of an act of terrorism to the extent that such act and/or action is not covered by the insurances provided by the Client,
- (4) Riot, civil commotion, disorder, sabotage, or acts of vandalism and neither involving solely nor originating with the personnel or other employees of the Contractor or subcontractors or the employees or subcontractors of any Subcontractor's Group Company,
- (5) Munitions of war or explosive materials, ionizing radiation or contamination by radioactivity (not originating with the Project), except where attributable to the Contractor's use of such munitions or explosives,
- (6) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (7) Any operation of the forces of nature which is Unforeseeable or against which a prudent and experienced Contractor could not reasonably have been expected to have taken adequate preventative precautions or
- (8) Strike, lockout or trade dispute occurring nationwide and neither involving solely nor originating with the personnel or other employees of the Contractor Subcontractor or Subcontractors.

10. Assignment

- 10.1 The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Contractor.

11. Severability

- 11.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

12. Waiver

- 12.1 No failure by the Contractor to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

13. Notices

- 13.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall, unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

14. No third parties

- 14.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Entire Agreement

- 15.1 This Agreement contains the entire agreement between the parties relating to this subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

16. Governing Law and Jurisdiction

- 16.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 16.2 A change in the law of the country in which the Site is located is a variation if it occurs after the date of this agreement. The Contractor has a right under this agreement to submit an increase in cost if the change in law has an adverse impact on time and cost to the Contractor.

17. Working Hours

- 17.1 Our quotation is based on the work being carried out during normal weekday working hours of 07:30 – 17:00. Should weekend, holiday or other extraordinary hours be required, this may incur additional costs at the Contractor's discretion.

18. Acceptance

- 18.1 Our quotation will remain open for acceptance for a period of 30 days from the date thereon. We reserve the right to withdraw if bankers or other credit reference is not available.
- 18.2 Upon acceptance in writing (including email) of the Quotation by the Client or provision by the Client of a Purchase Order, the Contract will become binding.

19. Access

- 19.1 Our quotation is based on being allowed safe, suitable, and uninterrupted access to the Works area and is based on completing the Works included in a single visit or, if agreed prior to Works commencing, a number of visits. Any extra visits or a need to demobilise and remobilise for reasons outside of our control will incur additional charges.

20. Commencement and Completion

- 20.1 The Contractor shall commence the Works on the Commencement Date set out in the Quotation or upon receipt of a Purchase Order or written instructions to do so from the Client, whichever is the earlier.

- 20.2 Any Works relating to the Works carried out by the Contractor prior to the Commencement Date will be deemed to have been carried out under the Contract and any payments made or owing by the Client in respect of such works will be treated as payments on account of sums payable to the Contractor by the Client under this Contract.

- 20.3 The Contractor shall proceed regularly and diligently with the Works and, subject to clause 20.4, shall complete the Works and each part of them by the Completion Date.

- 20.4 If the progress of the Works is being or is likely to be delayed by any circumstance or occurrence outside the control of the Contractor, the Contractor shall immediately notify the Client, specifying the cause of the delay and an estimate of the effect on the Completion Date. Provided that such notice is given within 7 weeks as the delay became reasonably apparent, the Contractor shall be entitled to such extension of the Completion Date as reasonably requested by the Contractor.

- 20.5 The Contractor shall notify the Client in writing when it considers the Works to have reached Practical Completion and the Client shall confirm within seven days of such notification whether or not it agrees that Practical Completion of the Works has occurred. If the Client fails to provide such confirmation, Practical Completion shall be deemed to have occurred.

- 20.6 The Client shall ensure that it provides to the Contractor and its employees, agents and subcontractors for the period reasonably required by the Contractor to carry out the Works, the following:

- (1) safe access to the Site;
- (2) use of welfare facilities, if required by the Contractor, including but not limited to toilet facilities;
- (3) access to water and electricity and, if required by the Contractor, secure storage space.

21. Cancellation

- 21.1 If the Client cancels the project, not due to an event that justifies termination of the contract, prior to the programmed access to Site date, a cancellation fee will be incurred. The cancellation fee will be:

- (1) 50% of all mobilisation costs; if the project is cancelled 4 weeks prior to programmed commencement.
- (2) 100% of mobilisation costs; if the project is cancelled after 4 weeks prior to access to Site date, but 2 weeks prior to programmed commencement.
- (3) 100% of mobilisation costs and 20% of all construction costs; if the project is cancelled after 2 weeks prior to access to Site date, but 1 week prior to access to Site date.
- (4) 100% of mobilisation costs and 30% of all construction costs; if the project is cancelled after 1 weeks prior to access to Site date, but prior to programmed commencement.
- (5) Cancellation after access to Site date will be treated as unlawful termination of the contract by the Client and the Client will pay in addition to all losses incurred by the Contractor a sum in respect of loss of overhead recovery and profit in the sum of 30% of our quotation.

22. Dispute Resolution

- 22.2 Any dispute arising out of or in connection with performance of the Works may be referred to adjudication in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998, S.I.1998/649 (as amended). The decision of the adjudicator will be binding on the parties, and they shall comply with it until the dispute is finally determined by legal proceedings, by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement between the parties. Unless otherwise agreed any dispute arising out of or in connection with performance of the Works shall be finally determined by the courts of England & Wales.

23. Variations, Extra Works and Day Works

- 23.1 If the Client wishes to make reasonable variations of the Works, the Client must notify the Contractor in writing inclusive of email format.

- 23.2 The value of variations required by the Client and any associated adjustment to the value and programme of the Works shall be agreed with the Contractor but in the absence of agreement shall be determined by Contractor on the basis of the following:

- (1) People

Role	Unit	Rate
Project Manager	Day	£ 561.93
Project Administrator	Day	£ 344.02
Technical Lead	Day	£ 435.88
Site Manager	Day	£ 539.67
Site Supervisor	Day	£ 369.90
Site Technician	Day	£ 277.33

- (2) Plant & equipment, all plant will be charged at the latest CECA Shorter Schedule of Rates.

The percentage for adjustment for plant & equipment is:

- (3) Materials and consumables, all materials will be charged at cost plus a 5% administration fee before applying the below fee percentage inclusive of Overhead and Profit.

- (4) Subcontract costs, all subcontract costs will be charged at cost plus the below fee percentage inclusive of Overhead and Profit.

- (5) Other costs, all subcontract costs will be charged at cost plus the below fee percentage inclusive of Overhead and Profit.

- 23.4 The fee percentage is:

24. Contracts (Rights of Third Parties) Act 1999

- 24.1 Nothing in this Contract confers or purports to confer on any third party any benefit or right to enforce any term of the Contract which would not have existed but for the Contracts (Rights of Third Parties) Act 1999.

