

Dated **2025**

(1) **Trivallis**

(2)

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Form of NEC Option A Works Contract  
(Third Edition April 2013)

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Relating to: Radon Protection Services Testing

**HUGH | JAMES**

Hugh James  
Hodge House  
114-116 St Mary Street  
Cardiff CF10 1DY

**THIS AGREEMENT** dated the day of **2025**

is between:

1. **Trivallis of Ty pennant, Mill Street, Pontypridd. CF37 2SW** (“the *Employer*”) and
2. (Company No. ) of (“the *Contractor*”)

This Agreement relates to works to be undertaken by the Contractor for the Employer in respect of the following project (subject to any variations in accordance with this Agreement):-

**The successful contractor will be required to satisfy and undertake the following:**

***Having clear procedures in place for the management of radon in affected buildings.***

***Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.***

***Assisting Trivallis in maintaining a central database of all records.***

***Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.***

***To act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis***

***Ensuring that any remedial measures put in place to reduce the level of radon in a property are monitored and maintained effectively.***

***Reviewing reports and providing necessary actions to manage the risk***

(referred to below as “the Project”).

**IT IS AGREED** as follows:-

1. This Agreement incorporates:-
  - 1.1 the core clauses of the Institution of Civil Engineers’ NEC Engineering and Construction Contract (third edition April 2013) main option clause A (Priced Contract with Activity Schedule), Resolution Option W2 and secondary options clauses X2, X7, X16, X20, Y(UK)2 and Z (and, for the avoidance of doubt, all other secondary option clauses shall not apply);
  - 1.2 the Contract Data Part One as set out in Appendix 1 to this Agreement;
  - 1.3 the Works Information as set out in Appendix 2 to this Agreement;

- 1.4 the Key Performance Indicators as set out in Appendix 3 to this Agreement;
- 1.5 the Contract Data Part Two set out in Appendix 4 to this Agreement;
- 1.6 the Activity Schedule as set out in Appendix 5 to this Agreement];
- 1.7 the Processing of Personal Data as set out in Appendix 6 to this Agreement;
- 1.8 the Successful tenderers tender documentation as set out in Appendix 7 to this Agreement;
2. The *Employer* will pay the *Contractor* the amount due in accordance with this Agreement.
3. This Agreement supersedes any previous agreement between the Parties in relation to the services.
4. The terms of this Agreement may only be varied by an express written agreement to that effect executed as a Deed by the *Employer* and the *Contractor*. No waiver, estoppel, acceptance, or other ground on which the *Employer* may be said to have lost its right to insist on its strict rights under this Agreement, shall have such effect unless expressly so executed as a variation to this Agreement as stated above.
5. The *Employer* may assign the benefit of this Agreement to any successor body exercising its functions. The *Contractor* may not assign the benefit of this Agreement without the consent of the *Employer*.
6. If there is any ambiguity or inconsistency in or between the documents comprising this Agreement, the priority of the documents is in accordance with the following sequence:
  - this Agreement
  - the completed Contract Data Part One (including Z clauses)
  - the conditions of contract
  - the Works Information
  - the completed Contract Data Part Two
  - any other document forming part of the contract

**THIS DOCUMENT** is executed as a deed and delivered on the date stated at the beginning of this Deed.

By hereunto affixing THE COMMON SEAL of  
**TRIVALLIS**  
in the presence of:

Authorised Signatory Name: .....

Authorised Signatory Signature: .....

Authorised Signatory Name: .....

Authorised Signatory Signature: .....

Executed as a deed by  
**Successful Supplier**  
acting by:

Director Name: .....

Director Signature: .....

Director/Company Secretary Name: .....

Director/Company Secretary Signature: .....

## APPENDIX 1

### Contract Data Part 1

This Contract Data Part 1 will apply to Contracts awarded under main Option A: Priced contract with activity schedule of the NEC Engineering and Construction Contract (Third Edition April 2013)

#### Statements given in all contracts

##### 1. General

- The *conditions of contract* are the core clauses for main Option A, dispute resolution Option W2 and secondary Options **X2, X7, X16, X20, Y(UK)2 and Z** of the NEC Engineering and Construction Contract (April 2013)  
[EMPLOYER TO CONFIRM REQUIREMENT FOR, X7 and X20 FOR EACH INDIVIDUAL PROJECT]

- The *works* are to undertake services comprising of the identifying and monitoring all Trivallis properties that may be affected by radon.

- The *Employer* is

Name	<b>Trivallis</b>
Address	<b>Ty pennant, Mill Street, Pontypridd. CF37 2SW</b>

- The *Project Manager* is

Name	<b>Christian Jones</b>
Address	<b>Ty pennant, Mill Street, Pontypridd. CF37 2SW</b>

- The *Supervisor* is

Name	<b>Lee Dando</b>
Address	<b>Ty pennant, Mill Street,</b>

**Pontypridd.  
CF37 2SW**

- The Adjudicator **is to be appointed in accordance with clause W2.2 (3).**
- The Works Information is in **Appendix 2.**
- The Site Information **As issued by Task Order**
- The *boundaries of the site* **Cartilage of properties as issued by task order**
- The *language of this contract* is **English.**
- The *law of the contract* is the law of **England and Wales [as applied in Wales], subject to the jurisdiction of the courts of England and Wales.**
- The period for reply is **2 weeks.**
- The *Adjudicator nominating body* is **The Royal Institute of Chartered Surveyors**
- The *tribunal* is **litigation**
- The following matters will be included in the Risk Register:

**No access, Supplier delays**

**3 Time**

- The *starting date* is **01 April 2026**
- The *access dates* is **01 April 2026**
- The *Contractor* submits revised programmes at intervals no longer than **4 weeks.**

**4 Testing and Defects**

- The *defects date* is **52 weeks** after the Completion of the whole of the works.
- The defects correction period is **4 weeks or as agreed between the Project Manager and the Contractor**



- Adverse weather conditions, which for the purposes of this Agreement shall mean conditions which prevent progress of the *works* or any section in any one week, for longer than 8 hours of any one day between April and September inclusive and 12 hours of any one day between October to March inclusive. In the event that this compensation event arises, the *Contractor* shall be entitled to a change to the Completion Date in accordance with this Agreement but shall not be entitled to a change in the Prices.

**If there are additional *Employer's* risks**

- These are additional *Employer's* risks

**If Option X7 is used (but not if Option X5 is also used)**

- Delay damages for Completion of the *whole of the works* are **£120 per day**.

**If Option X16 is used**

- The *retention free* amount is **nil**
- The *retention percentage* is **3%**

**If Option X20 is used (but not if Option X12 is also used)**

- The *incentive schedule* for Key Performance Indicators is in **Appendix 3**
- A report of performance against each Key Performance Indicator is provided at intervals of 1 month

**If Option Z is used**

The *additional conditions of contract* are set out below

**Z clauses**

including:-

**PART A:** clauses which amend the standard core clauses and Options of the conditions of contract

**PART B:** supplementary conditions of contract

**PART A - amendments**

- Clause 11.2 (4) Delete and replace with:
- “The Contract Date is the date of this Agreement or (if earlier) the date when the *Contractor* first begins to Provide the Works”
- Clause 11.2 (5) Add after “works” in the first bullet point “(which term, as used in this contract, includes any design of the works by the *Contractor*)”
- Clause 11.2 (8) Add the following before the full stop at the end of clause 11.2 (8) (definition of “Fee”):
- “, in each case excluding the Defined Cost of
- correcting Defects (where the cost is not a Disallowed Cost) and
  - design and work undertaken in order to correct a failure of the design to meet the functional and performance requirements specified in the Works Information”.
- Clause 11.2 (27) Delete from the end of this clause the words “which would either delay or be covered by immediately following work”
- Clause 15.1 Delete second sentence and replace with:-
- “A reason for not accepting is that the proposed area is either not necessary for Providing the Works or used for work not in this contract, adding to the Working Area in the way proposed will interfere with the *Employer’s* activities or use of property or cause it to suffer or incur additional loss or costs or the Employer is not entitled to allow the additional area to be used”.
- Clause 16.1 Add as a new bullet point:
- “require a change to the Accepted Programme”
- Clause 16.4 Delete and replace with:
- “The *Project Manager* records decisions made at risk reduction meetings and issues confirmation in writing to the *Contractor*. If a decision needs a change to the Works Information, the Project Manager instructs a change to the Works Information separately from any confirmation of decisions made in risk reduction meetings.”
- Clause 17.1 Add at the end of the first sentence: “or between the documents which form part of this contract and consents required for the works or applicable law”.

Clause 19	Delete
Clause 26.3	The following bullet point is deleted: <ul style="list-style-type: none"> <li>• “an NEC contract is proposed or”</li> </ul>
Clause 31.3	Add as a new bullet point: <ul style="list-style-type: none"> <li>• “it is more onerous on the <i>Employer</i> or Others”</li> </ul>
Clause 46	New clause 46 “Nothing in clauses 40 to 45 affects any other right or remedy under the contract or at law, including the <i>Employer’s</i> right to claim damages for a Defect as a breach of contract.”
[Clause 60.1 (1)	Add the following bullet point: <p>“a change to the Works Information arising as a result of site conditions”] [If Clause 60.1(12) is deleted]</p>
[Clause 60.1 (12)	Delete] [Employer to indicate if deletion required].
Clause 60.1 (13)	Delete
Clause 60.1 (19)	Delete
[Clause 60.2	Delete] [If Clause 60.1(12) is deleted].
[Clause 60.3	Delete] [If Clause 60.1 (12) is deleted].
New Clause 61.8	“If the <i>Contractor</i> believes that the issue of any instruction or information (including any confirmation of a decision made at a risk reduction meeting) by the <i>Project Manager</i> (not expressed to be a change to the Works Information) constitutes or will give rise to a compensation event, the <i>Contractor</i> must, (save in circumstances of emergency) as soon as reasonably practicable and in any case before acting on the instruction or other information, notify the <i>Project Manager</i> of the <i>Contractor’s</i> belief and allow the <i>Project Manager</i> time to consider the impact of the instruction or other information in relation to the <i>Contractor’s</i> notice.”
New clause 63.15	“Where a compensation event or its effect is in part attributable to the <i>Contractor’s</i> fault, the Prices, Completion Date or Key Dates are not changed to the extent attributable to the <i>Contractor’s</i> fault”
Clause 70	Delete Clause 70 and replace with the following:

## **“70 Employer’s title to Plant and Materials**

70.1 The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless

- the Plant and Materials is within the United Kingdom,
- the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title to the Plant and Materials,
- the Plant and Materials is stored separately and is clearly and visibly marked as for the *Employer* and this contract,
- the Plant and Materials is adequately protected against water, theft, vandalism and other casualties,
- the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas and
- the *Contractor* has provided an off site materials bond for the value of the Plant and Materials.

70.2 The off site materials bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is in the form set out in the Works Information.

70.3 Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date

- the *Contractor’s* title in the Plant and Materials passes to the *Employer*,
- the *Contractor* does not remove it from where it is stored except for use on the *works* and
- the risk of loss or damage to the Plant and Materials remains with the *Contractor*.

- 70.4 The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless
- title in the Plant and Materials has already passed to the *Employer* under clause 70.3 or
  - the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.
- 70.5 The *Contractor's* title in Plant and Materials passes to the Employer when it is brought within the Working Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the *Contractor*.
- 70.6 The *Contractor* does not remove Plant and Materials within the Working Areas from where it is stored except for use on the works or with the *Project Manager's* permission.
- 70.7 The title to the Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission.”

Clause 82

Add at the end:

“The *Contractor* shall only proceed with the *Project Manager's* express instruction to do so where the relevant loss or damage is the *Employer's* risk under clause 80 (and the *Contractor* shall as appropriate give an early warning of the need for such an instruction). After handover of the whole or the relevant part of the works, the *Contractor* shall in all cases (whether due to *Employer's* risk or *Contractor's* risk) obtain the *Employer's* prior consent before he replaces loss of and damage to the works.”

New clause 92.3

“Upon termination for whatever reason, the *Contractor* hands over to the *Project Manager* all hard copy and electronic data for the *Contractor's* design (including material prepared by a Subcontractor, the Works Information for the *Contractor's* design and site information) obtained or prepared at termination. At such termination the *Employer* has the right to use such material for completion of the *works*.”

Clause 93.2

Replace A3 with:-

“A deduction of any loss or costs incurred by the *Employer* as a result of such termination including the additional cost to the *Employer* of completing the whole of the works (and after termination the *Employer*

shall not be obliged to make any further payment until the full extent of loss or costs can be fully ascertained and in the event that such loss or cost exceeds the amount otherwise payable to the *Contractor* in accordance with this contract, without prejudice to any other right or remedy of the *Employer*, the *Employer* may recover such excess from the *Contractor* as a debt.”

X16 Delete X16.2 and replace with:

X16.2 The amount retained is halved

- In the assessment made at Completion of the whole of the *works* or
- In the next assessment after the *Employer* taken over the whole of the *works* if this is before Completion of the whole of the *works*

provided that all the documentation required at Completion (as stated in the Works Information) has been provided to the *Employer*.

The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

## **PART B supplementary conditions of contract**

### **Z1 Confidentiality**

In this clause references to the “Authority” are references to the *Employer*.

**"Confidential Information"** means information, data and material of any nature which either Party may receive or obtain in connection with the operation of the contract and:

- (i) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998)
- (ii) the release of which is likely to prejudice the commercial interests of the Authority or the *Contractor* respectively; or
- (iii) which is a trade secret.

### **Confidentiality**

Z1.1 In respect of any Confidential Information it may receive from the other party (the "Discloser") and subject always to the remainder of this Clause Z1, each party (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose

any such Confidential Information to any third party without the Discloser's prior written consent provided that:

Z1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the contract;

Z1.1.2 the provisions of this Clause Z1 shall not apply to any Confidential Information which:

- (a) is in or enters the public domain other than by breach of the contract or other act or omissions of the Recipient;
- (b) is obtained by a third party who is lawfully authorised to disclose it; or
- (c) is authorised for release by the prior written consent of the Discloser.

Z1.2 This Clause Z1 shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid this Clause 1 shall remain in force for a period of 3 years after the termination or expiry of this Agreement.

## **Z2 Copyright**

Z2.1 The copyright in all documents prepared by the *Employer* is and remains the property of the *Employer*.

Z2.2 The *Contractor* grants to the *Employer* and all persons authorised by it an irrevocable right (without payment of any licence, royalty or other fee) to reproduce and use the documents prepared by or on behalf of the *Contractor* for all purposes connected with the project including the construction, maintenance, repair, renewal and reinstatement of all parts of the works or the site.

Z2.3 The *Contractor* indemnifies the *Employer* in respect of all costs, claims, damages, proceedings and expenses arising out of any breach of any such copyright by any of the *Contractor*, its assignees or sub-contractors appointed in relation to the *works*.

### **Z3 Site information**

- Z3.1 The *Contractor* acknowledges that the *Employer* does not warrant or give any representation on the accuracy or completeness of any data or information provided to the *Contractor* by the *Employer* including any relating to the site or things on or under the site or in the vicinity of the site including the location, size, nature or condition of services. The *Contractor* must rely on its own enquiries and carry out such further investigation or surveys as it considers appropriate.

### **Z4 Welsh Language Scheme**

- Z4.1 The *Contractor* must implement and adhere to the terms of the Welsh Language Policy of the *Employer*, monitor its operation and report to the *Employer* (at its request) thereon and impose a contractual obligation on each of its sub-contractors in terms substantially similar to this clause (*mutatis mutandis*) and monitor compliance with and take all reasonable steps to enforce the same.

### **Z5 Principal contractor**

- Z5.1 The *Employer* appoints the *Contractor* to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2015 and any replacement or amendment of those Regulations.

### **Z6 Partnering**

- Z6.1. No partnering agreement which the Parties may enter into (with or without other parties) in connection with the works is intended to create legally enforceable rights or obligations between the Parties or to affect the terms of this Agreement.

### **Z7 Quality, Environmental and Health and Safety management system**

- Z7.1 The *Contractor* operates a Quality, Environmental and Health and Safety management system which:

- complies with the relevant parts of BS EN ISO 9001, BS EN ISO 14001, OHSAS 18001 or equivalent
- incorporates appropriate sector quality schemes for the works, and
- has third party certification from an approved accreditation body or is operating in preparation for accreditation within six months of the Contract Date.

- Z7.2 Prior to the starting date the *Contractor* prepares a quality plan and submits it to the *Project Manager* for acceptance.

A reason for not accepting the quality plan is that

- it is inadequately prepared or is not practicable

- it does not comply with Z7.1
- it does not represent a realistic approach for the *works*.

The *Contractor* complies with the accepted quality plan.

Z7.3 Any Subcontractor appointed by the *Contractor* operates a quality system enabling him to comply with the *Contractor's* quality management system.

## **Z8 Construction Industry Scheme**

This Agreement falls within the scope of the Construction Industry Scheme. If the *Contractor* does not hold a valid Inland Revenue Sub-contractor Tax Certificate and is not a local authority or other public body exempt from holding such a certificate, any invoice (and any application for payment submitted by the *Contractor*) separately identifies the cost of labour. The *Employer* deducts payment in accordance with the requirements of the Construction Industry Scheme.

## **Z9 Considerate Constructor Scheme**

Z9.1 If requested by the *Employer*, the *Contractor* will

- register the Site under the Considerate Constructor Scheme
- comply with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Works.

## **Z10 Dispute Resolution**

Z10.1 The *Contractor* and the *Employer* will endeavour to notify each other of any anticipated dispute under this Agreement so that it can be avoided by negotiation between them.

Z10.2 The *Employer* and the *Contractor* will endeavour to resolve any dispute under this Agreement which does arise by direct negotiation in good faith between senior executives. Each of them will give serious consideration to any request by the other to refer the dispute to Mediation if it cannot be resolved by direct negotiation.

## **Z11 Site Waste Management Plan**

If requested by the *Employer*, the *Contractor* is required to implement a Site Waste Management Plan. The *Contractor* should develop the format of this plan to suit its requirements, but shall submit the draft Site Waste Management Plan to the *Employer* for approval.

## **Z12 Community Benefits Plan**

Z12.1 The *Contractor* implements in full the Community Benefits Plan (as included in Appendix 5) to this Agreement, within the timescales set out in the Community Benefits Plan, subject to availability of the persons referred to therein and clause Z13.3. Reference to the “Community Benefits Plan” refers to the latest version incorporating all accepted modifications at the relevant time.

Z12.2 The *Contractor* ensures that no current employee of the *Contractor* or any current employee of any of its sub-contractors (of any tier) become unemployed as a result of implementing the Community Benefits Plan.

Z12.3 The *Contractor* keeps the Community Benefits Plan under review throughout the contract and modifies it as appropriate to better achieve the community benefits it seeks to achieve. Modifications of the Community Benefits Plan are discussed with the *Employer* and *Project Manager* and submitted to the *Project Manager* for acceptance. A reason for not accepting a modification is that it is not reasonable in the light of the then current circumstances and the commitments contained in the current Community Benefits Plan (before the proposed modification) or the community benefits it seeks to achieve.

## **Z13 Community Benefits Measurement Tool**

Z13.1 If the *Employer* requests, the *Contractor* shall, as far as possible populate the Community Benefits Measurement Tool in advance of each and every monthly progress meeting with the *Employer*.

Z13.2 The *Contractor*, on or before the issue of the Defects Certificate, shall without further charge provide to the *Employer* the completed Community Benefits Measurement Tool.

## **Z14 Requirements of statutory bodies**

The *Contractor*

- complies at his own cost with all requirements of statutory bodies
- takes these requirements into account in order to Provide the Works

## **Z.15 Fair Payment**

Z15.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

Z15.2 The *Contractor* includes in the contract with each Subcontractor.

- a period for payment of the amount due to the Subcontractor not greater than 26 days after the due date in this Agreement. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 30 days after the date due in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor

Z15.3 The due date in this Agreement is the date on which the *Project Manager* certifies payment.

Z15.4 The *Contractor* includes this provision in each subcontract, and requires Subcontractors to include the same provision in each subsubcontract.

## **Z16 Health and Safety**

Z16.1 The *Contractor* complies with all applicable health and safety law and regulations in Providing the Works.

Z16.2 Before the starting date the *Contractor* notifies the *Employer* of the name of the person responsible for health and safety. When on premises/working areas owned or occupied by the *Employer*, the *Contractor* ensures that its and its Subcontractor's employees comply with the *Employer's* general health and safety policy and with the lawful requirements of the Works Information

Z16.3 The *Project Manager* may suspend the Providing of the Works or any part of the *works* if the *Contractor*:

- does not comply with health and safety legislation;
- has not provided his health and safety policy to the *Employer*;

or

- has not notified the *Employer* of the person responsible for health and safety.

Z16.4 Following such suspension the *Contractor* does not provide the *works* or any part of the *works* until the *Project Manager* is satisfied that the *Contractor* has remedied the failure. An assessment of a compensation event does not include cost and time for the period of the suspension.

Z16.5 In Providing the Works the *Contractor* adopts safe methods of work to protect the health, safety and welfare of:

- the *Contractor's* employees, agents, suppliers and Subcontractors;
- the *Contractor's* Subcontractor's employees and agents;
- employees and agents of the *Employer*;

and

- all other persons, including members of the public.

Z16.6 The *Contractor* complies with the requirements of its own safety policy and safety codes of practices.

Z16.7 The *Contractor* provides the information and documents the *Project Manager* requires as evidence of compliance with his own safety policy and applicable safety codes of practice. The *Contractor* maintains copies of all applicable law, codes of practice and working rules applicable to providing the *works* and permits his employees to use and refer to them.

Z16.8 The *Contractor* informs the *Project Manager* as soon as he becomes aware of any prosecution, pending or likely prosecution or conviction of the *Contractor*, any of its employees, any Subcontractor or agent or any of the Subcontractor's employees or agents for any offence relating to health and safety. Following this notification the *Contractor* provides the *Project Manager* with whatever further information and documents *the Project Manager* requires.

Z16.9 Without earlier notification and at any reasonable time, the *Contractor* permits the *Project Manager*:

- to enter and inspect any premises of the *Contractor*, his agents or Subcontractors used or to be used in Providing the Works

and

- to inspect any equipment or plant and materials.

or plant and materials used or proposed to be used in Providing the Works.

## **Z17 Product Warranties**

Z17.1 The *Contractor* assigns the benefit of all product warranties and guarantees obtained for goods, materials and supplies used in Providing the Works to the *Employer* as stated in the Works Information.

## **Z18 Publicity and Media**

Z18.1 The *Contractor* does not, and ensures that Subcontractors do not, give information concerning the *works* for publication in the press or on radio, television, screen or any other medium without the consent of the *Project Manager* (or following the *end date*).

Z18.2 The *Contractor* does not, and ensures that Subcontractors do not, take photographs of the *working areas* or of work carried out in connection with the *works* unless he has obtained the approval of the *Project Manager* (or following the *end date*).

Z18.3 The *Contractor* takes the measures needed to prevent his and his Subcontractor's people taking, publishing or otherwise circulating such photographs.

## **Z19 Complaints about Providing the Works**

Z19.1 The *Contractor* deals with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the *Employer's* service standards for complaints as set out in the Works Information.

Z19.2 The *Contractor* keeps a record of all complaints received and of the action taken in relation to such complaints. This record is kept available for inspection by the *Project Manager* at all reasonable times. The *Contractor* notifies the *Project Manager* of all complaints received and of all steps taken in response to them in accordance with the Works Information.

Z19.3 Where compensation is payable to a complainant, the procedure and amount will be determined as set out in the Works Information.

## **Z.20 Audit and Inspection**

Z.20.1 The *Contractor* provides all facilities and allows the *Employer*, his auditors or anyone with a statutory or other legal right to inspect or audit the *Employer* full access to conduct any audit investigation of the Agreement. This includes access to:

- all premises owned or occupied by the *Contractor*;
- all documents in the possession, custody or control of the *Contractor* used in providing the *works*;
- all technology, resources, systems and procedures used or to be used in providing the *works*;

and

- the *Contractor's* employees, Subcontractors, the Sub-contractors' employees and key persons who are providing the *works*.

## **Z21 Volume of Work**

Z21.1 The *Employer* gives no representations or warranties to the *Contractor* about the amount or value of work that the *Employer* will instruct the *Contractor* to do under this Agreement. Any indications of these amounts or values, in the Works Information or other documentation about the *works*, are estimates only.

Z21.2 The *Contractor* has no claim for loss of profit or loss of business or otherwise if the *works* or any part of the *works* is less in amount or value or scope than anticipated.

## **Z22 Data Protection**

Z22.1 The Data Protection Acts are the Data Protection Act 1998 (as amended) and any other laws or regulations relating to privacy or personal data.

Z22.2 Personal Data is information collected by the *Contractor* on behalf of the *Employer* in relation to this Agreement, which relates to living individuals who can be identified

- from that information; or
- from that information combined with other details in (or likely to come into) the possession of the *Employer*.

Z22.3 For the purposes of this contract and the Data Protection Acts

- the *Employer* is the Data Controller; and
- the *Contractor* is the Data Processor.

Z22.4 The *Contractor* processes the Personal Data in accordance with (and so as not to put the *Employer* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this Agreement.

Z22.5 The *Contractor* has in place and maintains until the *defects date*

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure; and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z22.6 The *Contractor* immediately notifies the *Project Manager* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data; or

- a complaint or request relating to the *Employer's* obligations under the Data Protection Acts.

Z22.7 The *Contractor* assists and co-operates with the *Project Manager* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Project Manager*, and
- promptly providing the *Project Manager* with any Personal Data and other information requested by him.

Z22.8 The *Contractor* allows the *Employer* to conduct periodic audits of the *Contractor's* compliance with the Data Protection Acts. The *Contractor* complies with the instructions of the *Project Manager* to enable such audits to be carried out.

Z22.9 The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.

Z22.10 The *Contractor* immediately notifies the *Project Manager* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Contractor* or any Subcontractor.

Z22.11 The *Contractor* does not process the Personal Data outside the European Economic Area without the agreement of the *Project Manager*. Where the *Project Manager* agrees, the *Contractor* complies with the instructions of the *Project Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

## **Z23 The Public Contracts Regulations 2015**

Z23.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

Z23.2 If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations.

Z23.3 If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this Agreement.

Z23.4 The *Contractor* does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

## **Z24 Prevention of Fraud and Bribery**

### DEFINITIONS APPLICABLE FOR THIS CLAUSE

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Default: any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

(a) in the case of the *Employer*, of its employees, servants, agents; or

(b) in the case of the *Contractor*, of its Sub-Contractors or any Contractor's Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the *Employer* a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- under legislation or common law concerning fraudulent acts;
- defrauding, attempting to defraud or conspiring to defraud the *Employer*.

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Contractor's Personnel: all employees, staff, other workers, agents and consultants of the *Contractor* and of any Sub-Contractors who are engaged in the provision of the *works* from time to time.

Z24.1 The *Contractor* represents and warrants that neither it, nor to the best of its knowledge any Contractor's Personnel, have at any time prior to the Contract Date:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

Z24.2 The *Contractor* shall not during the term of this Agreement:

- commit a Prohibited Act; and/or
- do or suffer anything to be done which would cause the *Employer* or any of the *Employer's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

Z24.3 The *Contractor* shall during the term of this Agreement:

- establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- keep appropriate records of its compliance with its obligations under the above bullet point and make such records available to the *Employer* on request.

Z24.4 The *Contractor* shall immediately notify the *Employer* in writing if it becomes aware of any breach of Clause Z24.1 and/or Z24.2, or has reason to believe that it has or any of the Contractor's Personnel have:

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

Z24.5 If the *Contractor* makes a notification to the *Employer* pursuant to Clause Z24.4, *the Contractor* shall respond promptly to the *Employer's* enquiries, co-operate with any investigation, and allow the *Employer* to audit any books, records and/or any other relevant documentation in accordance with Z20.

Z24.6 If the *Contractor* is in Default under Clauses Z24.1 and/or Z24.2, the *Employer* may by notice:

- require the *Contractor* to remove from performance of this contract any Contractor's Personnel whose acts or omissions have caused the Default; or
- immediately terminate this Agreement.

Z24.7 Any notice served by the *Employer* under Clause Z24.6 shall specify the nature of the Prohibited Act, the identity of the Party who the *Employer* believes has committed the Prohibited Act and the action that the *Employer* has elected to take (including, where relevant, the date on which this contract shall terminate).

Z24.8 In the event of any breach by the *Contractor* of clause Z11, the *Employer* may terminate this contract by notice having immediate effect and such termination shall be treated in the same way as if termination had been for Reason R11 (as referred to in clause 91.2 of the *conditions of contract* but, for the avoidance of doubt, there being no rectification or period to put right the default before termination in respect of a breach of clause Z11)

## **Z25 Safeguarding Children and Vulnerable Adults**

Z25.1 The *Contractor* shall ensure that all individuals engaged in the provision of the *works* are:

Z25.1.1 subject to valid enhanced disclosure check undertaken through the Disclosing and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

Z25.1.2 the *Contractor* shall monitor the level and validity of the checks under this clause Z25 for each member of staff.

Z25.2 The *Contractor* warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the *Contractor* in the provision of the *works* is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable

Groups Act 2006 and any regulations made thereunder, as amended from time to time.

Z25.3 The *Contractor* shall immediately notify the *Employer* of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met and the *Contractor* shall, using utmost good faith, notify the *Employer* of any suspicion concern or belief that the *Contractor* may have with regard to any member of the staff and the obligations under clauses 1 and 2 and the obligations in the agreement for works/services.

Z25.4 The *Contractor* shall refer information about any person carrying out the *works* to the Independent Safeguard Employer where it removes permission for such person to carry out the *works* (or would have, if such person had not otherwise ceased to carry out the *works*) because, in its opinion, such person has harmed or poses a risk of harm to any service users, children or vulnerable adults.

Z25.5 The *Contractor* shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity (as set out in Parts 1 and 2 respectively of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006) or who may otherwise present a risk to service users.

Z25.6 The *Contractor* shall ensure that no person who discloses that he/she has a relevant conviction, or is found by the *Contractor* to have a relevant conviction (whether as a result of a police check or through the Disclosing and Barring Service check or otherwise) is employed or engaged in the provision of any part of the *works*.

## **Z26 Insurance Claims - Notice and Defence of Liability Claims**

Z26.1 In the event that the *Employer* is the recipient of an insurance claim or receives notice of a circumstance likely to give rise to a claim that involves an alleged act of negligence by the *Contractor*, either in whole or in part, then the *Contractor* will provide the *Employer* with:

- A description of the claim or circumstance.
- Details of the nature of the alleged negligent act.
- Details of the nature of the alleged or potential damage or injury.
- The names of actual or potential claimants.
- Details of the manner in which the *Contractor* first became aware of the claim or circumstances.
- Details of the *Contractor's* current Public Liability/Employers Liability Insurance cover

- Copies of any correspondence sent or received by the *Contractor* in relation to the alleged act of negligence.
- Confirmation that the *Contractor* has notified its insurers of the claim details for the purpose of indemnification.

#### **APPENDIX A – Additional NEC clauses**

- 11.2(35) COVID Event means the occurrence of an event or circumstance relating to the coronavirus disease (“COVID”), and/or the coronavirus 2019 (known as “COVID-19”) : including:
- (i) the declaration by the World Health Organisation of a Public Health Emergency of International Concern;
  - (ii) the occurrence of an Epidemic (as defined by the World Health Organisation) within the United Kingdom and / or the country from which goods or materials are to be supplied;
  - (iii) any law, action or recommendation issued by a government or public authority in response to or in connection with (a) and (b) above, or otherwise issued with the intention of limiting or containing the transmission of COVID or in response to or otherwise in connection with the transmission of COVID, including movement or travel restrictions, quarantines or curfews; or imposing an export or import restriction, quota or prohibition.
- 11.2(37) Open Book Interim Data is the complete and accurate financial and nonfinancial information which is required by the *Employer* to enable the *Employer* to understand all COVID related relief, grants, interventions or other measures received by the *Contractor* and/or the key persons and/or Subcontractors from the UK Government or Welsh Government and to verify the payments made by the *Employer* to the *Contractor* and by the *Contractor* to the key persons and/or Subcontractors including:
- (i) the *Contractor’s* actual cost breakdown based on the items listed on the Activity Schedule, including the *Contractor’s* overheads;
  - (ii) all interest, expenses and other third party financing costs incurred in relation to providing the *works*; and

- (iii) full details of the payment of the key persons and/or Subcontractors and any other third parties in relation to providing the *works*.

Insert new clause 60.1(20):

- 60.1(20) Any impact on the *works* or the carrying out and completion of the *works*, and/or any increase in the cost to the Contractor of the *works* due to matters arising from or associated with events connected to and/or arising from a COVID Event that occurs after 26 September 2020.

Insert new clauses 60.4 , 60.5 and 60.6:

- 60.4 If a compensation event pursuant to clause 60.1(20) occurs the parties agree that notwithstanding any other provision in this contract, this compensation event shall be assessed in accordance with clause 63A only.
- 60.5 The compensation event at clause 60.1(20) shall be the *Contractor's* sole remedy for events arising from or in connection with the pandemic known as coronavirus (COVID) or COVID - 19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People, Equipment, Plant and Materials Where the *Contractor* notifies a compensation event that arises from or in connection with such pandemic under any other clause of this contract, the *Employer* may assess the compensation event as though it had been notified under clause 60.1(20).
- 60.6 For the avoidance of doubt, the *Contractor* has priced the time and money implications of the carrying out the *works* up to 26 September 2020 to comply with events arising from or in connection with COVID-19 including but not limited to any changes in legislation by UK or Welsh Government, any change in guidance issued by UK Government or Welsh Government, any change in construction industry guidance, and any effect, impact, or consequence on the availability and resourcing and use of People, Equipment, Plant and Materials from 10<sup>th</sup> July 2020 up to 26 September 2020. The *Contractor* is not entitled to any increase in the Prices or change to the Completion Date.

Insert new clause 63A:

**Assessment of a COVID Event compensation event**

63A.1 The assessment of a COVID Event will follow the compensation event mechanism set out in the contract subject to the following conditions :

- (i) the assessment will use the Shorter Schedule of Cost Components supplied for the pricing of the Works due to Covid- 19;
- (ii) There is no entitlement to the Fee for the Contractor or Subcontractors in the assessment;
- (iii) Open Book Interim Data will be provided by the Contractor to assist the assessment ; and
- (iv) The assessment be in lieu of any other cost relief available to the *Contractor* under or arising in connection with this contract as a result of COVID-19 (including arising out of an instruction issued under clause 19.1 or a compensation event under this contract occurring during the period of Covid COVID Relief Period);

63A.2 The Contractor shall not be entitled to combine and shall procure that the supply chain shall not combine any COVID-19 Event relief provided pursuant to this contract with any UK Government or Welsh Government COVID or COVID-19 related relief, grant, intervention or other measure which results in the Contractor and/or key persons and/or Subcontractors receiving relief more than once for the same underlying cashflow issue which in the reasonable opinion of the Employer would amount to the Contractor and/or key persons and/or Subcontractors taking undue advantage of the COVID Relief.

Insert new clause 91A:

91A Notwithstanding clauses 90 and 91, the *Contractor* shall not be entitled to terminate this Contract neither:

- (1) during the period in which it receives any relief for a COVID Event;  
nor

- (2) for any period thereafter as a result of COVID, where payments due to a COVID Event are being made.

Insert at the end of clause Y2.4:

Y2.4 "except if such suspension is as a result of or caused by a COVID Event"

## APPENDIX 2

### THE WORKS INFORMATION

#### 1. Introduction

This specification sets out the strategy to minimise the risk from exposure to radon and its decay products to employees and persons using Trivallis properties.

This specification should be used in conjunction with any relevant legislation, Approved Codes of Practice, Health and Safety Executive (HSE) / Public Health England (PHE) guidance and other recognised procedures relating to the presence of radon in buildings.

Within the United Kingdom natural radioactive decay within rocks and soils can give rise to higher concentrations of radon gas. Areas where it is estimated by PHE that 1% or more of homes have a radon level above 200 Becquerel's/m<sup>3</sup> (Bq/m<sup>3</sup>) are designated 'radon affected areas'.

The workplace action level specified in the Ionising Radiations Regulations (IRR) is 300 Bq/m<sup>3</sup> as an annual average. Employers should make it unlikely that employees will receive a dose greater than 1millisievert (mSv) per year.

The recommended residential action level is 200Bq/m<sup>3</sup> annual average.

#### 2. SCOPE

Identifying and monitoring all Trivallis properties that may be affected by radon.

- Having clear procedures in place for the management of radon in affected buildings.
- Assisting Trivallis in developing and maintaining records of radon gas levels in Trivallis premises.
- Assisting Trivallis in maintaining a central database of all records.
- Providing suitable information and advice to employees and other persons likely to be exposed to levels of radon gas in Trivallis premises.
- **To act as the recognised Radiation Protection Adviser (RPA) on behalf of Trivallis**
- Ensuring that any remedial measures put in place to reduce the level of radon in a property
- are monitored and maintained effectively.
- Reviewing reports and providing necessary actions to manage the risk

#### 3. RESPONSIBLE PERSON RADON SAFETY

The RPA must hold a valid certificate of competence from an organisation recognised by the Health and Safety Executive as an Assessing Body for the certification of individual RPAs.

The role of the RPA is to provide advice to Trivallis about protection of its employees and the public from harmful effects of ionising radiation. The scope of advice given will include:

- Ensure so far as is reasonably practicable that a Radon Safety Management System is established and maintained.
- Advise Trivallis on the resources required to maintain Radon Safety Management.
- Assist Trivallis to ensure effective management systems are in place to ensure the operating procedures for the management of the risk from radon in Trivallis properties.
- To provide monitoring, remedial installation, maintenance and record keeping of the identified premises radon levels will be carried out in a manner that maintains a safe working environment for employees and others who occupy the identified premises.
- Management of the radon policy and procedures.
- Provide advice and guidance and information to Trivallis staff and tenants when required.
- Ensure that any training requirements are undertaken is suitable and appropriate.
- Implementation of radon monitoring surveys.
- Maintain an effective record system.
- Undertaking and reviewing risk assessments
- Implementation of measures, where necessary to restrict access to radon affected areas.

And to provide:

- Critical appraisals by means of formal audits to agreed standards and less formal visits of laboratories, rooms, sources and stores.
- Reviews of radiation safety management systems and quality systems, particularly in connection with waste management policy and procedures.
- Support in the event of emergencies and incidents.

#### **4. RISK ASSESSMENT**

Trivallis premises will be risk assessed to identify the potential for the presence of radon gas. The assessment will refer to the Public Health England's indicative atlas of radon in England and Wales which indicates the likely extent of the local radon hazard in all buildings within 1km grid squares.

Where identified premises that reside within shaded areas will as part of the risk assessment be monitored for the potential for radon gas.

#### **5. MONITORING PROGRAMME**

Radon monitoring will be carried out at suitable intervals commensurate with the risk based upon published geological information, radon data and/or previous monitoring results.

Trivallis will supply a programme each year with all properties over the 1% risk category and under subject to budget will also include those properties under 1% risk.

All Trivallis premises where employees are permanently based, in radon affected areas will be monitored for the presence of radon.

Premises in areas not designated as 'radon affected' will be regularly reviewed and may be monitored based on an assessment of the risk.

In premises where the level of radon is found not to be above the relevant action level as specified in current legislation, re-monitoring will be carried out based on an assessment of the risk.

The Contrcator will be used to place and return the detectors and Tennants will be given advice on how these are to be sited within the property.

## **6. PLACEMENT**

The preferred method of managing Radon test programs by a service provider is through a process and system with following characteristics ;

- Each radon detector has a unique reference code (barcoded) which is to be used in a single property, during one testing cycle, only.
- The location and status of each radon detector is to be recorded through its barcoded unique reference including but not limited to ;
  - Date of delivery to service provider by detector manufacturer
  - Date and position of placement in property
  - Date radon detectors are removed (either by collection by engineer or by return shipment by resident) from property
  - Date received back at service provider
  - Date handed to testing laboratory
  - Date test results were supplied to service provider by testing laboratory
- Route planning placement and collections of radon detectors from selected properties within the program is to be done using integrated route planning software, able to auto generate job instructions for field engineers and appointment communication to residents.

- Field engineers placing and / or collecting radon detectors are to perform their site visits using a digital application which records following real time
  - No access information including photographic proof
  - Capturing data of placement of radon detectors recording the unique reference and its position within the property with the ability to record photographic evidence
  - at point of collection of radon detectors a positive identification, through barcode scanning, is required in order to ensure collection of the originally placed unit.
- At any point during the lifetime of any Radon testing program the service provider will have to be able to supply detailed program status reports per property.
- All data recorded is to be available for analysis
  - By program/project basis
  - By property
  - By detector pod number
  - Of mitigation requirement
  - Of future re testing requirements
- The entire process of program and route planning, on site placement and collection of detectors, recording of test results and collection and reporting of data is to be done within a single software application.
- All relevant information is to be made available through a portal for direct enquiry of real time information by customer.

## **7. RETURNING**

Once the monitors have been in place for the allotted time, they are to be collected in person and returned by the RPA/Contractor for documentation and then forwarded to an independent laboratory for analysis.

## **8. REMEDIAL WORKS**

Premises where remedial measures have been installed to reduce the level of radon will be immediately monitored to assess that such measures are functioning correctly and effectively.

Premises where remedial measures are in place to reduce the level of radon will be monitored on a regular basis to ensure that remedial measures remain effective.

Where mechanical ventilation is installed to reduce radon levels Trivallis will keep a record of any checks carried out to ensure the ventilation is operating as intended.

## **9. EXPOSURE (STAFF)**

An employee should not receive an effective radiation dose greater than 1mSv per year from the workplace. Anyone required to work in a radon affected area will be required to record their time spent in that area on the personal exposure record form. (The risk is cumulative. short, infrequent visits are not of concern).

From the site specific risk assessment and time spent in the affected area, the cumulative dose can be calculated.

If a cumulative dose of 0.5 mSv is reached (i.e. 50% of the annual allowable dose) then their line manager should be informed.

## **10. FREQUENCY OF MONITORING**

The frequency of monitoring will be determined by risk assessment for each individual property. Generally these guidelines will be followed:-

Where levels of radon are found to be significantly less than 300 Bq/m<sup>3</sup> (200 Bq/m<sup>3</sup> for residential premises) at the initial measurement, the monitoring of radon levels will be monitored at 10 year intervals.

Re-monitoring will be undertaken after any significant refurbishment or change of use Where radon levels are found to be above the action level 300 Bq/m<sup>3</sup> (300 – 1000 Bq/m<sup>3</sup>) for commercial premises or 200 Bq/m<sup>3</sup> (200 – 500 Bq/m<sup>3</sup>) for residential premises following the initial measurement a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct monitoring of the radon levels will be undertaken to assess the effectiveness of the measures to ensure the effectiveness of the remedial measures. Monitoring will be undertaken for 6 months following the remedial work installation, then annually for 3 years and thereafter at suitable intervals. Re monitoring will be undertaken after any significant refurbishment or change of use.

Where levels are above 1000 Bq/m<sup>3</sup> commercial properties (500 Bq/m<sup>3</sup> for residential premises) a Radiation Protection Advisor will be consulted where necessary and steps will be taken to immediately manage the occupational exposure of persons affected.

Closure or restrictions of entry to the affected area will be considered.

Where restrictions on entry are implemented, personal monitoring will be carried out.

Where an engineering remedial solution is identified as the most appropriate reduction method, this will be undertaken as soon as practically possible. After the engineering solution has been installed, direct monitoring of the radon levels will be undertaken to assess the effectiveness of the measures.

Re monitoring will be undertaken after any significant refurbishment or change of use.

## **11. MAINTENANCE OF RECORDS**

The data will be held on Trivallis Dynamics System

The radon gas data base will contain:-

- Details of the property including the unique property reference number
- The historic details of the properties radon level measurements.
- Monitoring frequency last and due dates
- Risk posed by the properties location and occupation

In line with the Ionising Radiation Regulations radon levels in excess of the relevant action levels will be notified to the Health and Safety Executive

**APPENDIX 3**

**Key Performance Indicators Radon Testing**

<b>KPI</b>	<b>Name</b>	<b>Purpose</b>	<b>Definition</b>	<b>Method</b>	<b>Calculation</b>	<b>Period</b>	<b>Owner</b>	<b>Suppliers expected performance</b>
1	Tenant Satisfaction	To determine the overall level of tenant satisfaction with the service received from the Contractor	How satisfied the tenant was with the overall service	Every tenant is provided with a tenant satisfaction form covering the works that have been completed in the property. The responses to the forms received within the month are collected by the Contractor. Only the response to the specific question is considered for this KPI.  Should the level of response be below that required by Trivallis KPI10, the Contractor will not be measured against this KPI	(Total number of responses recording "Satisfied" for question on satisfaction form in month / Total number of responses received in month) x 100	Monthly	Trivallis	95%
2	On Time Completion	To measure the Contractors ability to work to the programme and communicate amendments	The number of properties that are recorded as Complete (inclusive of any agreed programme changes)	The Contract Manager will record the actual handover date of each property on the master programme. The actual completion date will be compared to the projected Completion date (including any changes to programme). Any actual Completions received after the projected Completion date will be recorded as late.	(Total number of properties Completed on time in month / Total number of properties Completed in month) x 100	Monthly	Trivallis	95%
3	Completion at first inspection	To determine the ability of the Contractor to complete installation works correctly first time	The level of properties accepted at first inspection	Works are inspected at Completion by the Surveyor. Any Defects are recorded on a Certificate, a copy of which is retained by both Trivallis and the Contractor. The forms are collated on a monthly basis by Trivallis and the number of forms and number recorded as zero Defects is recorded.	(Total number of properties accepted at first inspection in month / Total number of properties Completed in month) x 100	Monthly	Trivallis	95%
4	Contract Paperwork	To determine if the Contractor has met all the requirements for the provision of paperwork and data to Trivallis	Determines if the Contractor has as a minimum: (a) Submitted the valuation to Trivallis on time (b) Submitted the Corporate KPI data by the 1st of each month (c) Scanned all handover paperwork relevant to each property and uploaded the documents to the Trivallis system - handover paperwork consists of Record of Completed Works form, all test certificates and asbestos report (d) Any other requirement as laid out in the Partnering Information	Trivallis will assess on a monthly basis whether the contractor as met the criteria.	Yes / No	Monthly	Trivallis	95%
5	Site Management	To measure the level of site management by the Contractor	To ensure a safe site for Contractor, Trivallis and Tenant	Trivallis will assess by the Surveyor on a monthly basis, against 10 set criteria, via a data collection sheet. A mark of 1 will be scored for each criteria met, a maximum score of 10	Total score given by Trivallis in a month	Monthly	Trivallis	95%

APPENDIX 4

This Contract Data Part 2 will apply to Contracts awarded under main Option A: Priced contract with activity schedule of the NEC Engineering and Construction Contract (Third Edition April 2013)

Statements given in all contracts

- The Contractor is

Name  
Address

- The direct fee percentage is [ ]
- The subcontracted fee percentage is [ ]
- The working areas are the Site and .....
- The key people are

(1) Name .....

Job .....

Responsibilities .....

Qualifications .....

Experience .....

(2) Name .....

Job .....

Responsibilities .....

Qualifications .....

Experience .....

- The following matters will be included in the Risk Register

.....

[REDACTED]

[REDACTED]

[REDACTED]

### Optional Statements

#### If the *Contractor* is to provide Works Information for his Design

- The Works Information for the *Contractor's* design is in

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is [REDACTED]

#### If the *Contractor* is to decide the *completion date* for the whole of the works

- The *completion date* for the whole of the works is [REDACTED]

- The **Activity Schedule** is As set out at Appendix 5

- The **tendered total of the Prices** is £

#### Data for the Shorter Schedule of Cost Components

- The percentage for people overheads is [REDACTED]

- The published list of Equipment in the last edition of the list published by

[REDACTED]

- The percentage for adjustment for Equipment in the published list is

[REDACTED] % (state plus or minus)

- The rates for other Equipment are

Equipment	size or capacity	rate
-----------	------------------	------


- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
----------------------	-------------


- The percentage for design overheads is [ ]%.
- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost

[ ]

**APPENDIX 5**

**ACTIVITY SCHEDULE**

**To be confirmed upon contract award.**

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## **APPENDIX 6**

### **THE PROCESSING OF PERSONAL DATA**

This appendix sets out the scope, nature and purpose of the processing of Personal Data by the data processor on behalf of the data controller and constitutes the written instructions of the data controller referred to in clause Z22.4. The data processor may only process Personal Data on behalf of the data controller in accordance with the requirements of clause Z22 and this appendix.

#### **1. THE SCOPE, NATURE AND PURPOSE OF PROCESSING**

- 1.1 The data processor may process Personal Data in order to [set out how the processor may process Personal Data, the purpose of that processing and any limitations on the processing that may be undertaken]

#### **2. THE DURATION OF PROCESSING**

- 2.1 The data processor may process Personal Data for the duration of this contract.

#### **3. THE TYPES OF PERSONAL DATA**

- 3.1 The data processor may process Personal Data of the following types:

- (a) [personal details]
- (b) [family, lifestyle and social circumstances]
- (c) [financial details]
- (d) [employment and education details]
- (e) [goods or services provided]

- 3.2 The data processor [may not process sensitive Personal Data] [may process sensitive Personal Data of the following types:

- (a) [physical or mental health details]

- (b) [racial or ethnic origin]
- (c) [religious or philosophical beliefs]
- (d) [trade union membership]
- (e) [political opinions]
- (f) [genetic data]
- (g) [biometric data]
- (h) [sex life and sexual orientation]]

#### 4. **THE CATEGORIES OF DATA SUBJECT**

4.1 The data processor may process Personal Data relating to the data controller's:

- (a) [employees]
- (b) [customers and clients]
- (c) [suppliers and service providers]
- (d) [advisors, consultants and other professional experts]
- (e) [complainants and enquirers].

## **Appendix 7**

**Successful tender documentation.**