

AMENDMENTS APRIL 2013

The following amendments have been made to the September 2008 edition. Full details of all amendments are available on www.neccontract.com.

Page	Clause	Line
3		Last paragraph replace: 'September 2008 with 'April 2013'
CC 2	14.2 14.8	2 at end of sentence add: 'or a Task Order' 3 Add: 'The <i>Contractor</i> does the work so that a Task is completed on or before the Task Completion Date.'
CC 5	51.1 60.1 62.2	1 replace: 'The <i>Contractor</i> pays' with 'Each payment is made' 1 add new clause 60.1(6): 'The <i>Employer</i> does not work in accordance with a Task Programme or within the conditions stated in the Service Information.' 1 add new clause 60.1(7): 'The <i>Employer</i> gives an instruction changing a Task Order.' 1 add new clause 62.2: 'If the <i>Contractor</i> does not provide a quotation for a compensation event within the time allowed, the <i>Employer</i> assesses the compensation event and notifies the <i>Contractor</i> of his assessment.' '62.2' now '62.3' '62.3' now '62.4'
CC 6	63.3 63.4 63.5 63.6	Add new clause 63.3: 'A delay to a Task Completion Date is assessed as the length of time that, due to the compensation event, completion of the Task is forecast to be delayed.' Add new clause 63.4: 'The cost of preparing quotations for compensation events is not included in the assessment of compensation events.' Add new clause 63.5: 'Assessments for changed Prices for compensation events are in the form of changes to the Price List.' old clause '63.3' now 63.6
CC 9	90.4	1 replace: 'made a payment' with 'paid an amount due under the contract'
CC 11		Delete 94.1 and insert new clause 1.1 to 1.8
		If the United Kingdom Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (the Act) applies to this contract, the following additional conditions apply.
		1.1 Definitions (1) The payment due date for an application for payment by the <i>Contractor</i> is the <i>assessment day</i> which follows receipt of that application. (2) The final date for payment is three weeks after the payment due date.
		1.2 Assessing the amount due The <i>Contractor's</i> application for payment is the notice of payment specifying the sum that the <i>Contractor</i> considers to be

		<p>due at the payment due date (the notified sum). The <i>Contractor's</i> application states the basis on which the amount is calculated and includes details of the calculation.</p>
		<p>1.3 The following replaces clause 50.3 If the <i>Employer</i> intends to pay less than the notified sum, he notifies the <i>Contractor</i> of the amount which the <i>Employer</i> considers to be due not later than seven days (the prescribed period) before the final date for payment. The <i>Employer's</i> notification states the basis on which the amount is calculated and includes details of the calculation. A Party pays the notified sum unless he has notified his intention to pay less than the notified sum.</p>
		<p>1.4 Compensation event If the <i>Contractor</i> exercises his right under the Act to suspend performance, it is a compensation event.</p>
		<p>1.5 The adjudication The following replaces clause 93.3(1) A Party may issue to the other Party a notice of his intention to refer a dispute to adjudication at any time. He refers the dispute to the <i>Adjudicator</i> within one week of the notice.</p>
		<p>1.6 The <i>Adjudicator</i> may in his decision allocate his fees and expenses between the Parties.</p>
		<p>1.7 The <i>Adjudicator</i> may, within five days of giving his decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.</p>
		<p>1.8 If the <i>Adjudicator's</i> decision changes an amount notified as due, payment of the sum decided by the <i>Adjudicator</i> is due not later than seven days from the date of the decision or the final date for payment of the notified amount, whichever is the later.</p>