

AMENDMENTS APRIL 2013

The following amendments have been made to the June 2005 edition. Full details of all amendments are available on www.neccontract.com.

Page	Clause	Line
3		Last paragraph: replace '(June 2005)' with 'April 2013'
CC 2	12.1 12.2 12.3	1 add new clause 12.1: 'In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.' 1 '12.1' now '12.2' 1 '12.2' now '12.3' 1 '12.3' now '12.4'
CC 5	51.1	1 replace: 'The <i>Employer</i> pays' with 'Each payment is made'
CC 7	62.3 62.4 62.5	1 add new clause 62.3: ' 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. ' 1 '62.3' now '62.4' 1 '62.4' now '62.5' 1 '62.5' now '62.6'
CC 8	63.6 63.9	3 insert: 'The cost of preparing quotations for compensation events is not included in the assessment of compensation events.' 1 add new clause 63.9: ' Assessments for changed Prices for compensation events are in the form of changes to the Price List. ' 1 '63.9' now '63.10'
CC 10	90.4	1 replace: 'made a payment' with 'paid an amount due under the contract'
CC 12		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 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>1.3 The following replaces clause 50.4 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>