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**WORKS SUBJECT TO LANDOWNER FINAL AGREEMENT**

## **Appendix B**

### **Terms and Conditions for Works**



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## 1. Interpretation

1.1. As used in these Terms and Conditions the following capitalised terms shall have the meanings provided below unless the context requires otherwise:

**“Applicable Law”** means any of the following, to the extent that it applies to a Party, or any Personnel of a Party, performance of these Terms and Conditions or the provision of Works: (a) any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgement or decree; (d) any applicable industry code, guidelines, policy or standard; (e) any taxes, customs, duties, tariffs, levies, licences or restrictions to trade; and (f) any applicable guidance, direction, policy, rule or order that is given by a regulatory body, in any jurisdiction applicable to these Terms and Conditions.

**“Contract Price”** means:

(a) Where Schedule 1 – Construction Works is applicable to an Order:

(i) in relation to a Due Date for an interim payment:

(i) (a) the amount set out in an applicable Pay Less Notice.

(i) (b) in the absence of a Pay Less Notice the amount calculated by the Contracting Authority in accordance with clause 4.2 of Schedule 1 – Construction Works and set out in an applicable Interim Payment Certificate; or

(i) (c) in the absence of a Pay Less Notice and an Interim Payment Certificate the amount calculated in accordance with clause 4.2 Schedule 1 – Construction Works to the extent set out in an applicable Payment Notice or Payment Application,

or

(ii) in relation to a Due Date for a final payment.

(ii)(a) the amount set out in an applicable Pay Less Notice.



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(ii)(b) in the absence of a Pay Less Notice the amount of the final payment as set out in clause 4.10 of Schedule 1 – Construction Works as calculated by the Contracting Authority and set out in an applicable Final Certificate; or

(ii)(c) in the absence of a Pay Less Notice and Final Certificate the amount for the final payment as set out in clause 4.10 of Schedule 1 – Construction Works to the extent set out in an applicable Payment Notice or Payment Application,

or

(b) Where Schedule 1 – Construction Works is not applicable to an Order the amount (or proportion) of the Contract Price validly invoiced by the Contracting Authority in accordance with Schedule 2 of these Terms and Conditions and the relevant Order and not disputed by the Contracting Authority.

**"Confidential Information"** means all confidential and proprietary information, including without limitation, inventions, trade secrets, specifications, designs, data, databases, protocols, know-how and any improvements, modifications, derivations, or compilations thereto and other proprietary information relating to the processes, works and business of the Contracting Authority and the term Confidential Information also includes: (i) any notes, analyses, compilations, memoranda or other documents prepared by the Contracting Authority which contain, reflect or are based upon, in whole or in part, any confidential information furnished by or on behalf of the Contracting Authority; and (ii) information transferred orally, visually, electronically or by any other means.

**"Contracting Authority Data"** means all records, information and data concerning employees, contractors, sites, business, operations or finances of the Contracting Authority or otherwise relating to Works including, without limitation, any personal data relating to the staff, customers or other suppliers of the Contracting Authority, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied directly or indirectly to the Contracting Authority pursuant to or in connection with this Framework Agreement and/or any Order.

**"Contract"** means together the relevant Purchase Order, these Terms and Conditions and any applicable Appendices/Schedules hereto.

**"Construction Contract"** has the meaning given to the term "construction contract" in:



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(a) section 1(1) and 1(2) of Construction Contracts Act 2013 (“CCA”) enacted in Ireland; or  
(b) article 3 of the Construction Contracts (Northern Ireland) Order 1997, as amended, (the “CC(NI)O”) enacted in Northern Ireland, to the extent the CCA or the CC(NI)O apply to an Order.

**“Data Protection Legislation”** means the Data Protection Act 2018 enacted in Ireland and/or the Data Protection Act 2018 enacted in the United Kingdom insofar either or each are applicable to either Party and/or these Terms and Conditions.

**“Equipment”** means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract.

**“IPR”** means any and all of the following arising in any jurisdiction in the world: all patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, design rights, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights for the full term thereof.

**“Key Personnel”** means any persons specified as such in the Tender or Appendix A (as the case may be), or otherwise notified by the Contracting Authority to the Contractor in writing.

**“Pre-existing IPR”** means all IPR existing prior to the date of this Contract and all IPR in any materials acquired or developed by or for the Supplier or the Contracting Authority independently of this Contract and any IPR in the Contractor's standard hardware and software products or modifications or updates to such products carried out outside of the performance of the Contract and/or any Order.

**“Purchase Order”** means the Contracting Authority’s order for Works which has a unique number and details the Works to be supplied by the Contractor to the Contracting Authority in accordance with the terms of this Contract.



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“**Premises**” means the location where the Works are to be completed or where the Goods are to be delivered.

“**Works**” means such works to be provided by the Contractor to the Contracting Authority as more accurately detailed in Schedule 3

## **2. Contract Period**

2.1. The Contract shall take effect on the Commencement Date and shall continue until the end of the Contract Period.

2.2. There shall be no extensions to the Initial Contract Period.

## **3. Contract Price**

3.1. In consideration of the performance of the Contractor’s obligations under the Contract, the Contracting Authority shall pay the Contract Price in accordance with this clause, clause 4 and Schedule 2 (Pricing Schedule) during the Contract Period.

3.2. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.

## **4. Payment**

4.1. The Contracting Authority will pay the Contractor the Contract Price for the Works no later than 30 days after the receipt of a valid invoice in accordance with Schedule 3 (Pricing Schedule).

4.2. The Contracting Authority reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with Schedule 3. The Contracting Authority shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

4.3. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Works supplied and that it is supported by any other documentation reasonably required by the Contracting Authority to substantiate the invoice. The characteristics of a valid invoice are detailed in Schedule 2 (Pricing Schedule).



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- 4.4. The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 4.5. The Contractor shall indemnify the Contracting Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Contracting Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 4.5 shall be paid by the Contractor to the Contracting Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Contracting Authority.
- 4.6. The Contractor shall make any payments due to the Contracting Authority (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Contracting Authority to the Contractor.

## **5. Recovery of Sums Due**

- 5.1. Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Contracting Authority in respect of any breach of this Contract), that sum may be deducted unilaterally by the Contracting Authority from any sum then due, or which at any later time may become due, to the Contractor under this Contract.
- 5.2. Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 5.3. All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **6. Supply of Works**

- 6.1. In consideration of the amounts due under this Contract Price, the Contractor will provide the Works to the Contracting Authority during the Contract Period in accordance with Schedule 3 which shall include the Contractor complying with any obligations set out in Schedule 3.



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- 6.2. If any Works provided to the Contracting Authority were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits or indemnities which the Contract holds from such third parties in respect of those Works will be held on trust for the Contracting Authority.
- 6.3. In providing the Works, the Contractor shall:
- 6.3.1. co-operate with the Contracting Authority in all matters relating to the Works and comply with all the Contracting Authority's instructions.
  - 6.3.2. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and within sufficient numbers to ensure that the Contractor's obligations are fulfilled in accordance with this Contract.
  - 6.3.3. provide Staff with a form of identification that is acceptable to the Contracting Authority, and which staff shall display on their clothing at all times when they are on the Contracting Authority's Premises.
  - 6.3.4. instruct its Staff not to smoke on the Contracting Authority's Premises except where it is expressly permitted to do so.
  - 6.3.5. ensure that the Works will conform with all descriptions and requirements set out in Schedule 3.
  - 6.3.6. provide all Equipment, tools and vehicles and such other items as are required to provide the Works.
  - 6.3.7. at all times comply with the Quality Standards, and where applicable maintain registration with the relevant Quality Standards authorisation body; and
  - 6.3.8. the Contractor shall perform all its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.
- 6.4. Without prejudice to any other right of remedy of the Contracting Authority, if the Contracting Authority informs the Contractor that it considers that any part of the Works does not meet Schedule 3 or the requirements of the Contract or differs in any way (other than in a minor inconsequential way) from Schedule 3 or its requirements, and this is other than as a result of Default or negligence on the part of the Contracting Authority, the Contractor shall at its own expense re-schedule and re-perform any part



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of the Works correctly within such reasonable time as may be specified by the Contracting Authority.

- 6.5. The Contracting Authority envisages that it may require additional works and/or goods to be provided by the Contractor during the Contract Period. While the precise scope and extent of such additional works cannot be agreed at this time, the intention is for any such additional works to be included within the scope of this Contract in accordance with the scope and extent of such additional works being agreed between the parties. Without limiting the generality of the above, as at the Commencement Date, the Contracting Authority envisages that it may require those additional works identified under the “Potential Works” heading in Schedule 3. For the avoidance of doubt, the terms of the Contract shall apply to any such additional works.

## **7. Access to Premises**

- 7.1. The Contracting Authority may inspect and examine the manner in which the Contractor supplies the Works, at the Premises, during normal business hours, on reasonable notice to the Contractor.
- 7.2. If necessary, the Contracting Authority will provide the Contractor with reasonable access at reasonable times to its Premises for the purpose of providing the Works.

## **8. Equipment**

- 8.1. The Contractor shall provide all the Equipment necessary for the Supply of Works.
- 8.2. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 8.3. All Equipment brought onto the Premises shall be at the Contractor’s own risk and the Contracting Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Contracting Authority’s Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed by both parties in writing, Equipment brought onto the Premises will remain the property of the Contractor.



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8.4. The Contractor shall maintain all their items of Equipment within the Premises in a safe, serviceable and clean condition.

8.5. The Contracting Authority shall be entitled at any time during the Contract Period to order in writing, that the Contractor at its own expense and as soon as reasonably practicable:

8.5.1. remove from the Premises any Equipment which in the reasonable opinion of the Contracting Authority is either hazardous, noxious or not in accordance with the Contract; and

8.5.2. replace such item with a suitable substitute item of Equipment.

8.6. If the Contractor provides Works from the Contracting Authority's Premises, on completion of the Works or upon the termination or expiry of the Contract (whichever is the earliest date) the Contractor will vacate the Contracting Authority's Premises, remove his plant, Equipment and unused materials and will clear away from these Premises all rubbish arising out of the Works and leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

## **9. Inspection of Premises**

9.1. The Contractor is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Works to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

## **10. Late Delivery of Works**

10.1. Time of delivery shall be of the essence and if the Contractor fails to deliver the Works within the time promised or specified in the Specification, the Contracting Authority may release itself from any obligation to accept and pay for the Works and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Contracting Authority,

## **11. Staff and Key Personnel**



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11.1. The Contractor warrants and represents that all Staff assigned to the performance of the Works shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Works.

11.2. The Contractor shall engage, employ and pay all monies due to Staff required to carry out this Contract and shall be entirely responsible for setting the pay and conditions of service for his Staff and for any compensation payments due to them howsoever arising.

11.3. If in the opinion of the Contracting Authority any Staff of the Contractor has behaved inappropriately or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other person as may be necessary, in default of which the Contracting Authority may employ such other person as may be deemed necessary for the purposes of carrying out the work and recover from the Contractor the additional cost thereby incurred.

11.4. Any Key Personnel will not be released from supplying the Works without the agreement of the Contracting Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

11.5. Any replacements to the Key Personnel will be subject to the agreement of the Contracting Authority. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Works.

11.6. In the event that the Contractor is unable to provide replacement Staff, acceptable to the Contracting Authority's representative, within reasonable time, then the Contracting Authority reserves the right to obtain replacement Staff from other sources and pass any additional cost on to the Contractor. The Contracting Authority reserves the right to terminate this Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Works.

11.7. The Contracting Authority shall not unreasonably withhold its agreement under clause

11.5. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.



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## **12. Indemnity**

12.1. Neither Party excludes or limits liability to the other Party for:

12.1.1. Death or personal injury caused by its negligence; or

12.1.2. Fraud; or

12.1.3. Fraudulent misrepresentation; or

12.1.4. Any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

12.2. Subject to clause 12.3, the Contractor shall indemnify the Contracting Authority and keep the Contracting Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the delay, late or purported supply, of the Works or the performance, non-performance or delay in performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

12.3. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Contracting Authority or by breach by the Contracting Authority of its obligations under the Contract.

## **13. Professional Indemnity**

13.1. The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Works do the same.

## **14. Protection of Information Assurance**

14.1. When handling Information belonging to or supplied by the Contracting Authority, the Contractor will ensure the security of the data is maintained in line with the protective marking given to that data by the Contracting Authority, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors



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thereof as agreed with the Contracting Authority and set out in the Tender, Award Letter or Specification.

14.2. The Contracting Authority reserves the right to inspect the physical location of the Information store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Contracting Authority any information assurance processes and procedures in place.

## **15. Contractor's Premises Security**

15.1. Where the Works are provided from the Contracting Authority's Premises, the Contractor will, at their own cost, comply with all security requirements specified by the Contracting Authority in writing.

## **16. Tax Compliance**

16.1. Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") and all other statutes and regulations relating to income tax in respect of that consideration. In Ireland, the Contractor shall be solely responsible for compliance with all applicable Irish tax legislation in respect of payments made under this Contract.

16.2. Where the Contractor is liable to National Insurance Contributions ("NICs") in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits (Northern Ireland) Act 1992 or equivalent and all other statutes and regulations relating to NICs in respect of that consideration. In Ireland, the Contractor shall be solely responsible for compliance with respective applicable national insurance legislation in respect of payments made under this Contract.

16.3. The Contracting Authority may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 16.1 and 16.2 above or why those clauses do not apply to them.

16.4. A request under clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

16.5. The Contracting Authority may terminate this contract if:-



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16.6. in the case of a request mentioned in Clause 16.3 above:-

16.6.1. the Contractor fails to provide information in response to the request within a reasonable time; or

16.6.2. the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 16.1 and 16.2 above or why those Clauses do not apply to them.

16.7. in the case of a request mentioned in clause 16.4 above, the Contractor fails to provide the specified information within the specified period; or

16.8. it receives information which demonstrates that, at any time when clauses 16.1 and 16.2 apply to the Contractor, the Contractor is not complying with those clauses.

16.9. The Contracting Authority may supply any information which it receives under clause 16.8 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

## **17. Dispute Resolution**

17.1. The parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the [the Framework Agreement/ the Contract], amicably.

17.2. In the event of any dispute between the parties in relation to the [the Framework Agreement/ the Contract] and/or any Order(s), the Contracting Authority's Project Manager and the Contractor's Representative referred to in Appendix A – Scope of Service and Appendix C – the Contractor's Submission and/or as may be specified in relation to a relevant Order shall meet and endeavour to resolve such dispute within fourteen (14) days of the matter being referred to them. If they are unable to resolve the dispute within this period, the matter shall be referred to the senior executives and representatives of each Party as may be specified in relation to a relevant Order or otherwise nominated by each Party who shall endeavour to resolve it within a further 14 days from the date it was referred to them.

17.3. In the event that the parties are unable to resolve the dispute in accordance with clause 17.2 period, the parties will attempt to settle it by mediation before such mediator as the parties shall agree. To initiate the mediation a party must give notice in writing to the



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other party to the dispute requesting mediation and the mediation will start, unless otherwise agreed by the parties, within 28 days of one party issuing a request to mediate to the other.

17.4. If Schedule 1 does not apply and the parties are unable to agree on a mediator, the mediator will be nominated by (i) where the Works are provided in Ireland, the President of the Law Society of Ireland; or (ii) where the Works are provided in Northern Ireland the Law Society Mediation Service upon request from either of the Parties. The commencement of mediation will not prevent the parties commencing or continuing an arbitration.

17.5. If Schedule 1 applies and the parties are unable to agree on a mediator, the mediator will be nominated by (i) where the Works are provided in Ireland, the President of Engineers Ireland; or (ii) where the Works are provided in Northern Ireland, the President of the Royal Society of Ulster Architects.

17.6. If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration.

17.7. (i) Where the Works are provided in Ireland The President of Engineers Ireland will be the appointing body for an arbitrator; or (ii) where the Works are provided in Northern Ireland, the President of the Royal Society of Ulster Architects will be the appointing body for an arbitrator. The UNCITRAL rules in force at the time arbitration is initiated shall apply. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be 1 and the seat or legal place of arbitration shall be (i) Dublin, Ireland; or (ii) Belfast, Northern Ireland, unless otherwise agreed by the parties.

## **18. Intellectual Property**

18.1. Save as granted under this Contract, the Contracting Authority shall not acquire any right, title or interest in the Contractor's Pre-Existing IPR and the Contractor shall not acquire any right, title or interest in the Contracting Authority's Pre-Existing IPR. For the avoidance of doubt, all Pre-Existing IPR in or to any materials belonging to the Contracting Authority prior to the Commencement Date shall remain vested in the Contracting Authority (or its licensor) and all Pre-Existing IPR in or to any materials belonging to the Contractor prior to the Commencement Date shall remain vested in the Contractor (or its licensor). The Contractor grants to the Contracting Authority a royalty-free, irrevocable and nonexclusive licence (with a right to sub-licence) to use any of the Contractor's Pre-Existing IPR which the



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Contracting Authority reasonably requires in order to exercise its rights and take the benefit of this Contract. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by this Contract or the performance of this Contract.

## **19. Intellectual Property Indemnity**

19.1. The Contractor will indemnify, and keep indemnified, the Contracting Authority in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Contracting Authority as a result of or in connection with any claim made against the Contracting Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Works.

## **Schedule 1**

### **Construction Works**

#### **1. Definitions and Interpretation**

1.1. As used in this Schedule and any Order the following capitalised terms shall have the meanings provided below unless the context otherwise requires:

1.2. "All Risks Insurance" means insurance which provides cover against any physical loss or damage to work executed and materials on Site for incorporation into the Works and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

1.2.1. property which is defective due to:

1.2.1.1. wear and tear,

1.2.1.2. obsolescence, or

1.2.1.3. deterioration, rust or mildew.

1.3. any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is



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lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective.

1.4. loss or damage caused by or arising from:

1.4.1. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government de jure or de facto or public, municipal or local authority,

1.4.2. disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or

1.4.3. an Excepted Risk.

1.5. “Completion Date” means the date by which the works are to reach practical completion as set out in the Order.

1.6. “Construction Legislation” means the CCA and the CC(NI)O.

1.7. “Excepted Risk” means ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

1.8. “Joint Names Policy” means a policy of insurance which includes the Contracting Authority and Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured or recognised as an insured thereunder.

1.9. “Payment Claim Date” is the date 12 days prior to a Due Date and is the payment claim date for the purposes of section 3(2) of the CCA 2013.

1.10. “Rectification Period” means the period stated as such in the Order or in the event that no such period is set out or identified in the Order a period of twelve 12 months from the date for practical completion of the Works stated on the notice issued by the Contracting Authority under clause 3.2(a) of this Schedule 1 – Construction Works.



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1.11. “Site” is as set out in the Order or any document appended or incorporated by reference thereto.

1.12. “Works” means all of the works to be carried out or arranged by the Contractor as set out in the Order.

1.13. “Works Insurance Policy” means the Joint Names Policy or other insurance policy to be effected and maintained under clause 5.1 of this Schedule 1 – Construction Works.

1.14. Insofar as an Order requires the Contractor to carry out the design of any Construction Works then the term “execution” of the Works as used in this Schedule will be deemed to include for such design (to be carried out in accordance with this Schedule 1 – Construction Works and references to “executed”, “executing”, and “execute” will be construed accordingly.

## **2. Carrying out the Works**

2.1. The Contractor shall not commence the execution of the Works until:

2.1.1. any commencement date specified in the Order; or

2.1.2. in the event that no commencement date is specified in the Order, the date for commencement as notified to the Contractor by the Contracting Authority in writing which shall not be less than seven (7) days after the date of such notice.

2.2. The Contractor shall carry out and complete the Works by the Completion Date in accordance with the Contract and the Order and shall proceed with the execution of the Works regularly, diligently and in a workmanlike manner.

2.3. The Contractor, in executing the Works, shall, so far as procurable, use materials, goods and workmanship of the quality and standards specified in the Contract or the Order or if not specified then such quality and standards shall be of a standard appropriate to the Works.

2.4. The Contractor shall not make any change to the standard or type of goods and materials for use in the Works specified in the Contract or an Order or instructed by the Contracting Authority without express written authorisation from the Contracting Authority.



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2.5. The Contractor shall not specify for use and/or knowingly use on or in connection with the Works any materials or substances generally known at the time of specification or use to be deleterious to health and safety or the integrity of buildings and/or other structures and/or plant or machinery.

### **3. Practical Completion and Defects**

3.1. The Contractor shall notify the Contracting Authority in writing of the date when in its opinion the Works have or will have reached practical completion.

3.2. Within a reasonable period, and in any event within fourteen (14) days after receipt of the Contractor's notice under clause 3.1 of this Schedule 1 – Construction Works the Contracting Authority shall, to the extent necessary, inspect the Works and shall either:

3.2.1. confirm that, in its opinion, the have Works reached practical completion, in which case, upon the Contractor complying and/or satisfying all of the other requirements under an Order specified as necessary to achieve practical completion the Contracting Authority shall issue a notice confirming the date of practical completion; or,

3.2.2. notify the Contractor of what the Contracting Authority considers needs to be done in order for the Works to have reached practical completion in which case the Contractor shall undertake same and the procedure in clause 3.1 and this clause 3.2 of Schedule 1 – Construction Works shall be repeated.

3.3. As soon as reasonably practicable and in any event within ten (10) days of the date of practical completion the Contactor shall clear and remove from the Site all Contractor equipment and rubbish and shall where requested by Contracting Authority take reasonable measures to protect the Works.

3.4. If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods, workmanship or execution not in accordance with [the Framework Agreement/ the Contract] or any Order, the Contracting Authority shall not later than 14 days after the expiry of the Rectification Period notify the Contractor who shall make good such defects, shrinkages or other faults entirely at his own cost unless the Contracting Authority instructs otherwise in which case an appropriate deduction may be made from the Price.



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3.5. When the Contractor's obligations under clause 3.4 of Schedule 1 – Construction Works have been discharged the Contracting Authority shall issue a notice specifying the date they were discharged.

#### **4. Payment**

4.1. For the period up to and one month following practical completion of the Works the due dates ("Due Date(s)") for interim payments shall be as provided for in the applicable Order or in the absence such provision the first Due Date shall be the last Working Day of the month following the month in which the Works commenced and Due Dates shall reoccur monthly on the same day (or the nearest preceding Working Day) provided that the Contractor shall have issued a valid Payment Application by the relevant Payment Claim Date.

4.2. The proportion of the Price to which the Contractor is entitled at each Due Date for an interim payment, shall be:

4.2.1. the total value of the Works provided and properly executed by the Contractor in respect of the Order; and

4.2.2. the total value of any materials on the Site for incorporation into the Works and which are adequately protected and/or any materials not on the Site but which the Contractor has provided the Contracting Authority a satisfactory vesting certificate in relation to;

less:

4.2.3. any amounts deductible and/or retainable in accordance with [the Framework Agreement/ the Contract] or the Order.

4.2.4. sums already paid by the Contracting Authority to the Contractor in respect of the Order.

4.3. Not more than 5 days after each Payment Claim Date, the Contractor shall submit an application for payment (an "Payment Application") to the Contracting Authority which shall;

4.3.1. specify the sum that the Contractor considers will become due to it at the relevant Due Date calculated in accordance with clause 4.2 of this Schedule 1 – Construction Works and the basis on which that sum is calculated;



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4.3.2. have attached to it, sufficient supporting documents and information to evidence its entitlement, including any such supporting documents and information requested by Contracting Authority;

4.3.3. comply with the requirements of section 4(2) of the CCA to the extent same applies to the Order.

4.4. Not later than 5 days after the relevant Due Date, the Contracting Authority shall issue an interim payment certificate (“Interim Payment Certificate”) to the Contractor specifying the amount the Contracting Authority considers to be due to the Contractor at the relevant Due Date and the basis on which that sum has been calculated.

4.5. If Contracting Authority intends to pay less than the Amount Due (as it may be prior to the issue of any Pay Less Notice), the Contracting Authority shall no later than two (2) days before the relevant Final Date for Payment issue a written notice giving notice of that intention (a “Pay Less Notice”) to the Contractor which shall set out the sum Contracting Authority considers to be due on the date the Pay Less Notice is given and the basis on which that sum is calculated.

4.6. Following practical completion of the Works along with the completion of the provision any other Works stated to be provided by the Contractor in an Order, the Contractor shall within the period stated in the Order (or in the absence of any such period being specified within an Order, then within 3 months from practical completion of the Works) supply to the Contracting Authority all documentation reasonably required for computation of the final payment and any additional information for such computation as may be requested by the Contracting Authority.

4.7. The due date for the final payment shall be the later of twenty-eight (28) days after:

4.7.1. receipt of the documentation and information required to be provided by the Contractor;

4.7.2. the date specified in the notice issued by the Contracting Authority under clause 3.5 of this Schedule 1 – Construction Works.

4.8. Not later than five (5) days after the Due Date for the final payment the Contracting Authority shall issue a final certificate (the “Final Payment Certificate”) which shall state:



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4.8.1. The Price in respect of the relevant Order as adjusted for any Variations or any other additions or deductions to same in accordance with [the Framework Agreement/ the Contract] and the Order; and

4.8.2. The sum of amounts previously paid by the Contracting Authority in respect of the Order.

4.9. The final payment shall be the difference (if any) between the two sums identified in clause 4.9(a) and (b) of this Schedule 1 – Construction Works, which shall be shown in the certificate as a balance due to the Contractor from the Contracting Authority or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

4.10. The Contracting Authority may make, in any Interim Payment Certificate, Final Payment Certificate or Pay Less Notice any correction or modification that should properly be made to any previous any Interim Payment Certificate, Final Payment Certificate or Pay Less Notice.

## **5. Insurance**

5.1. To the extent an Order states it is required the Contractor shall:

5.1.1. effect and maintain with insurers approved by the Contracting Authority a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Order to cover professional fees) and shall maintain such Joint Names Policy up to and including the date of practical completion or, if earlier, the date of termination of the Order or the Contract; or

5.1.2. effect and maintain with insurers approved by the Contracting Authority a policy or policies covering existing structures as set out in the Order.

5.2. If during the carrying out of the Works any loss or damage affecting any executed work or materials on Site for incorporation into the Works is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith notify the Contracting Authority.



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5.3. Subject to clauses 5.6 and 5.7 of this Schedule 1 – Construction Works the occurrence of such loss or damage to executed work or materials on Site for incorporation into the Works shall be disregarded in calculating any amounts payable to the Contractor under [the Framework Agreement/ the Contract] and the Order.

5.4. The Contractor, for himself and his sub-suppliers, shall authorise the insurers to pay to the Contracting Authority all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Contracting Authority.

5.5. Where loss or damage affecting executed work or materials on Site for incorporation into the Works is occasioned by any risk covered by the Works Insurance Policy, the Contractors, after any inspection required by the insurers under that policy, shall and with due diligence restore the damaged work, replace or repair any lost or damaged materials on Site for incorporation into the Works, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.

5.6. Where clause 5.1.1 or 5.1.2 of this Schedule 1 – Construction Works applies and the Contractor is responsible for effecting the Works Insurance Policy:

5.6.1. the Contracting Authority shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contracting Authority at the same dates as those for Interim Payment Certificates less only the amounts referred to in clause 5.6(b) of this Schedule 1 – Construction Works;

5.6.2. the Contracting Authority may retain from those monies any amounts properly incurred by the Contracting Authority and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

5.6.3. in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy.

5.7. Where the Contracting Authority has taken out and maintained a Joint Names Policy covering the Works or where loss or damage is caused by an Excepted Risk reinstatement work shall be treated as a Variation.



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EXECUTED as an agreement this            day of            in the year 2026.



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**The  
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SIGNED for and on behalf of the [INSERT SUPPLIER NAME AND ADDRESS], in the presence of:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

SIGNED for and on behalf of The Rivers Trust, in the presence of:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

## SCHEDULE 2 – PRICING

### 1. INTRODUCTION



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- 1.1. This Schedule 2 details:
  - 1.1.1. the Invoicing Procedure; and
  - 1.1.2. the Payment Profile.

## **2. INVOICING PROCEDURE**

2.1. The Contractor shall, following the [Commencement Date] submit invoices directly to the address specified below

### **The Rivers Trust**

Rain-Charm House  
Kyl Cober Parc  
Stoke Climsland  
Callington  
Cornwall  
PL17 8PH  
United Kingdom

2.2. For an invoice to be considered valid it must be legible, from which a clear scanned image can be produced, and clearly show the following information:

- (a) where related to a purchase order (PO), the wording "Purchase Order" or "PO" followed by the 10 digit PO number, or where not related to a PO, the contact name in the AUTHORITY (i.e. the person requesting the Works).
- (b) the invoice number, or where a utility bill, the account number
- (c) payment terms
- (d) invoice date / tax point
- (e) supplier name, address, postcode and VAT registration number
- (f) remittance name and address where this is different to (f) above



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(g) goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value

(h) the agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or works as they relate to this charge or an explanation of a difference in expected charge)

### **3. INVOICE PAYMENT**

3.1. The Contracting Authority shall pay all valid invoices submitted in accordance with the provisions of this Schedule 2 and in accordance with the provisions of clause 3 (Payment).

3.2. In the event of a disputed invoice, the Contracting Authority shall make payment in respect of any undisputed amount in accordance with the provisions of clause 4 and return the invoice to the Contractor within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Contractor shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Contractor accepts the Contracting Authority's proposed amendments. If it does then the Contractor shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of clause 4 (Recovery of Sums Due).

### **4. PAYMENT PROFILE**

4.1. The Payment Profile in respect of the Works provided under this Contract is as follows:

[\*\*\*Insert Payment Profile relevant to each Service, as specified\*\*\*]



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## **SCHEDULE 3 - SPECIFICATION SCHEDULE**

### **1(a) – ITT Specification**

This Specification sets out the requirements for the design, construction, installation, and commissioning of nature-based water quality improvement measures on an agricultural holding (referred to as “Farm A”).

The objective is to reduce nutrient and sediment losses to the watercourse, improve downstream water quality in the receiving watercourse, and enhance catchment resilience using low-impact, nature-based interventions.

The Contractor shall supply all labour, plant, materials, and expertise necessary to install the nature-based solutions detailed in this Specification.

Measures to be installed include, but are not limited to:

Sediment traps/settlement ponds

Woodchip-willow beds (woodchips must have bark removed)

Swales/diversion ditches

Earthen soil bunds

Associated works (earthworks, inlets/outlets, pipework, access tracks, spillways, and landscaping)

Adjustments to works installation, as may be required post installation phase to improve NbS works, as instructed by The Rivers Trust staff.

Sections 3.1.2 and 3.1.3 provide detailed quantities and locations. The individual measures listed above are grouped by Zone, whereby they complement each other and are to be constructed in the same locality. The measures have been scoped out already but require detailed design within this specification of work.

### **Methodology**



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The methodology must cover, at a minimum:

### **Pre-construction**

Site walkover with the landowner/s and Project Manager

Confirm feature locations and dimensions against the tender drawings

Engage with the Contracting Authority and landowners to schedule works around farm business activities

Produce detailed technical drawings (CAD or similar) of the works, for approval by regulatory authorities (liaison to be undertaken by The Rivers Trust on receipt of technical drawings). Final detailed technical drawings must be produced by successful Tenderer within 2 weeks of contact commencement (26 June 2026).

Plan and co-ordinate health and safety for the construction phase, in full compliance with all duties and responsibilities outlined under CDM.

Engage with relevant experts on certain aspects of NbS design, including but not limited to:

Willow sourcing and planting (e.g. appropriate species, local provider)

Wetland species

### **Construction**

Excavate features to required footprint, depths and gradients.

Form bunds, banks and shallow basins to achieve appropriate water retention and flow accumulation.

Install inlets/outlets or overflow points where specified to ensure controlled outflow.

Manage, monitor and co-ordinate health and safety during the construction phase, and comply fully with all duties and responsibilities outlined under CDM.

### **Post-Construction**

Expected that incorrect installations are amended



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Several aspects of the systems may need adapting as we monitor their effectiveness. The Tenderer should allow appropriate time and budget for this.

## **Numbers and Locations**

### **Farm A (Camowen subcatchment)**

#### **A.1 Open-Ditch Multistage Treatment Zone**

This measure will intercept existing subsurface drainage and divert flow through an open-ditch treatment system. It has been designed to treat water containing high sediment and nutrient-rich runoff before discharge to a watercourse. Coarser sediments will settle in an initial trap, while woodchip and willow roots will help filter nutrients (e.g. nitrates and phosphorus) before water returns to the drain to flow to the next treatment system (A.2).

Zone A.1 will be comprised of a sediment trap, followed by a bed of woodchip, and then an area planted with native willow. This treatment system should be built between two subsurface drain inspection chambers. A one-meter-deep subsurface drain carries drainage runoff from the upstream area, surface runoff from farm hard-standings and washings from a dairy parlour. This drain must be daylighted for the length of 60 meters between the two inspection chambers.

After the runoff passes through the system, it will re-enter the subsurface drain at the position of the lower inspection chamber. From here it flows toward Zone A.2.

#### **A.2 Wetland and Temporary Storage Treatment Zone**

This measure intercepts existing subsurface drainage and diverts flow through a sediment trap and into a permanent wetland, enclosed by a temporary flood attenuation feature. It has been designed to treat high sediment and nutrient-rich runoff. Zone A.2 receives outflow from Zone A.1.

Zone A.2 will consist of a sediment trap, followed by a permanent wetland feature, and an earthen soil bund which will function as a temporary runoff accumulation zone under high flow conditions. An underground pipe (< 1 m below surface) must be daylighted for approximately 70-80 meters. The sediment trap will be used to remove coarser sediment before the flow will spill into the wetland. From here the runoff will flow into a permanently fenced-off wetland pond. This pond should be designed so that it is at 50% capacity under



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average flow conditions. Then, during medium-sized storm events, the pond should fill. During larger infrequent storms, the wetland pond will overflow, and where appropriate, flow should back-up behind an earthen soil bund. This will create a temporary water accumulation zone. It also acts as a “failsafe” to prevent nutrient and sediment loss during flood events. An outflow control structure (e.g. V-notch weir) will be used to back-up the flow.

**Table 1:** Guideline dimensions for each component of zone A.1 and A.2. Please note that these dimensions are intended to be used as a guide: the Tenderer should use their own expertise to properly size all works.

Feature	Structure	Quantity	Dimensions (LBH)
<b>A.1 Open-Ditch Multistage Treatment Zone</b>	Sediment trap	1	10 m x 3 m x 1 m
	Woodchip filter bed	1	10 m x 3 m x 0.5 m
	Willow plantation	1	40 m x 6 m
<b>A.2 Wetland and Temporary Storage Treatment Zone</b>	Sediment trap	1	15 m x 3 m x 1 m
	Permanent wetland	1	15 m x 6 m x 0.4 m
	Temporary runoff storage area	1	50 m x 25 m x 1 m

## Access

Access maps with routes (including gates, etc.) will be provided to the successful Tenderer.

## Machinery

Machinery Type – civil engineering machinery and potential bog machinery.

Bog Mats – bog mats may need to be used.

**Bogging Machinery** – Should a machine become sunken, buried or engulfed within the site the contractor shall immediately notify the client who will instruct the contractor as to the



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appropriate steps to be taken in the short term. Final decision will rest The Rivers Trust as to whether the machine will be wholly or partially recovered. Contractors should note that the decision may be made to leave the machine in situ, entirely at the contractor's loss. In such an instance the contractor shall retain sole responsibility for the removal of all fluids from the machine at the contractor's cost.

The successful contractor will be required to have a de-bogging plan as part of their construction phase health and safety plan.

Refuelling - each site is located in a drinking water catchment which supplies water for public supply.

Bunded fuel supplies to be used at all times to prevent contamination of the drinking water catchment with the use of biodegradable lubricants recommended.

The contractor is responsible for preventing contamination from fuel and lubricants to the site.

A plan should be provided outlining fuel storage areas, refilling methods and contingency precautions to deal with and spillages that occur

## **Health and Safety**

The following outlines the health and safety requirements that the successful contractor will adhere to during the course of the works. The Rivers Trust will be carrying out regular checks to ensure health and safety requirements are being adhered to.

All contractors will be capable of adhering to the minimum Health and Safety regulations set out under The Health and Safety at Work Order 1978 and the Management of Health and Safety at Work Regulations (Northern Ireland) 2000 and subsequent amendments plus any additional relevant Health and Safety Authority regulations and guidance.

All staff operating machinery or tools that legally require approved professional training and certification will be able to provide documentary proof that they are trained to the required standard or were permitted by guidelines/legislation they are operating it under the supervision of a licensee.

The Rivers Trust expects a 'No Boots, No Job' policy on site, with all contractors to provide their staff with approved personal protective equipment and to ensure that this equipment is



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correctly used. The primary contractor will carry responsibility for the Health and Safety of any sub-contractors operating on site.

When the Contractor is carrying out the work, signage and temporary fencing will be erected. The display of any warning signs does not diminish the responsibility of the Contractor to ensure that no danger is caused to members of the public, The Rivers Trust staff and other Contractors.

Works will not be undertaken 48 hours before or after an orange or red weather warning.

The successful contractor will provide the Rivers Trust with a site-specific risk assessment and a safe system of work (SSOW) document before works commence which will be signed off by The Rivers Trust.

### **Construction Design Management (CDM)**

The CDM Regulations apply on this project.

In Compliance with Regulation 5 of the CDM regulation, the Client (The Rivers Trust) will appoint the successful contractor as the principal contractor and the principal designer. The principal contractor is expected to appoint a designer who will undertake the duties of the principal designer in compliance with relevant regulations with the CDM regulations and who has the relevant skills, knowledge and experience.

In compliance with Regulation 8 of the CDM regulation

A designer (including a principal designer) or contractor (including a principal contractor) appointed to work on a project must have the skills, knowledge and experience and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project.

A designer or contractor must not accept an appointment to a project unless they have the required skills, knowledge and experience.

A person who is responsible for appointing a designer or contractor to carry out work on a project must take reasonable steps to satisfy themselves that the designer or contractor have the required skills, knowledge and experience.



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In compliance with regulation 4 of the CDM regulations, a pre-construction information (PCI) document will be provided which will outline all major risks, site rules and key information about the sites and project works. The principal contractor will be required to plan, manage, monitor and co-ordinate health and safety during the construction phase, and must comply fully with all duties and responsibilities outlined under CDM. This includes, but is not limited to, preparing and implementing a Construction Phase Plan, ensuring competent supervision on site, managing risks appropriately, and cooperating with the Client and other duty holders as required, including on design and planning.

## **Mitigation Measures**

### **Times of Year**

Works are expected to take place between **August – October 2026**. Upon receipt of detailed designs, application will be made to DfI Rivers for Schedule 6 consent by TRT, which may produce delays. Work cannot commence until consent is granted.

### **Fuels, lubricants and chemicals**

Fuels, lubricants and chemicals will be transported and stored in appropriate containers. A spill containment kit must be kept on site at all times and staff should be familiar with how and when to use it. All refuelling will be carried out at locations agreed with The Rivers Trust staff.

Each site is located in a drinking water catchment which supplies water for public supply.

Bunded fuel supplies to be used at all times to prevent contamination of the drinking water catchment with the use of biodegradable lubricants recommended.

The contractor is responsible for preventing contamination from fuel and lubricants to the site.

A plan should be provided outlining fuel storage areas, refilling methods and contingency precautions to deal with and spillages that occur. If spills occur the Glenhordial NIW Plant Manager must be informed immediately.

The contractor will undertake the works using the best available practice and follow all the relevant Pollution Prevention Guidelines (PPG) which can be found at



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<https://www.netregs.org.uk/environmental-topics/guidance-for-pollution-prevention-gpp-documents>

Particular attention will be paid to:  PPG1 General Guidelines  PPG5 Working near water  PPG6 Construction and Demolition sites  PPG7 Refuelling vehicles  PPG21 Pollution response plans  PPG9 Pesticides.

Should a fuel spillage occur, the contractor will immediately inform the client and appropriate authorities as necessary in line with environmental legislation.

### **Access**

All machinery used to access the site will be low ground pressure or all-terrain vehicles to avoid any damage to the features of the site.

In situations where ground conditions have been identified as being too wet and soil or surface damage is a risk then ground protection mats or boards will be used in order to protect the features of the site.

All staff operating machinery or tools that legally require approved professional training and certification must be able to provide documentary proof that they are trained to the required standard or were permitted by guidelines/legislation they are operating it under the supervision of a licensee.

Routes for vehicular access will be agreed with The Rivers Trust staff in advance of works taking place. Contractors will be briefed that access outside of these routes is not allowed unless it has been agreed previously by the Rivers Trust.

### **Notable Species**

All known notable species will be marked appropriately. Contractors will be made aware of their presence and location. All agreed routes will avoid these locations and contractors will access these locations under no circumstances.

Observation will take place to determine whether there are any roosting birds of prey on the site including hen harrier and short eared owl. If any are recorded, then works will be planned around them in order to avoid disturbance.

### **Waste Management**



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All contractors must remove all waste from the site and where appropriate re-cycle these materials. All waste movements must be compliant with current waste management legislation.

### **Restoration in the Event of Damage**

It will be the responsibility of the contractor to ensure that every precaution is taken to avoid damage to the priority habitats and to repair any damage caused. Priority habitats will be highlighted prior to contract start with the Rivers Trust staff. A tool to help identify any biodiversity and natural heritage interests can be found at this link:

- <https://www.daera-ni.gov.uk/publications/ni-biodiversity-checklist-documents>

Rivers Trust staff will be on site with contractors monitoring progress and works will be stopped if there are concerns about excessive impacts.

In the event of any damage the contractor will repair any damage caused under the supervision and guidance of The Rivers Trust staff.

### **Archaeology**

Archaeological deposits are known to occur in bogs and contractors must be vigilant at all times when operating machinery. If an object suspected of being of archaeological importance arises the contractor must immediately contact The Rivers Trust who will inform staff at the Department of Agriculture, Environment and Rural Affairs (DAERA). The contract must heed the instruction of the Rivers Trust and DAERA in relation to the recommencement of works.

### **Timeframes**

Works are expected to take place between **August – October 2026**. Upon receipt of detailed designs, application will be made to DfI Rivers for Schedule 6 consent by TRT, which may produce delays. Work cannot commence until consent is granted.

### **Site Visit**

Contractors must carry out or attend a site visit. This can be done by attending the site visit facilitated by the client at the date and time below.



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Suppliers must provide evidence of having carried out a site visit in their methodology either through site specific notes or images captured during the visit.

### 1(b) – Supplier Methodology

**COPY IN THE SUPPLIERS METHODOLOGY SUBMISSION FROM THEIR TENDER DOCUMENT INCLUDING SUSTINABILITY AND LOCAL AREA**

### 1(c) – Supplier Key Personnel

Name of person	Position /Role	Education and qualifications	Length of time in organisation	Previous Experience