

Revising the programme 32

- 32.1 The *Contractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
  - the effects of implemented compensation events,
  - how the *Contractor* plans to deal with any delays and to correct notified Defects and
  - any other changes which the *Contractor* proposes to make to the Accepted Programme.
- 32.2 The *Contractor* submits a revised programme to the *Project Manager* for acceptance
- within the *period for reply* after the *Project Manager* has instructed him to,
  - when the *Contractor* chooses to and, in any case,
  - at no longer interval than the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *works*.

Access to and use of the Site 33

- 33.1 The *Employer* allows access to and use of each part of the Site to the *Contractor* which is necessary for the work included in this contract. Access and use is allowed on or before the later of its *access date* and the date for access shown on the Accepted Programme.

Instructions to stop or not to start work 34

- 34.1 The *Project Manager* may instruct the *Contractor* to stop or not to start any work and may later instruct him that he may re-start or start it.

Take over 35

- 35.1 The *Employer* need not take over the *works* before the Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise the *Employer* takes over the *works* not later than two weeks after Completion.
- 35.2 The *Employer* may use any part of the *works* before Completion has been certified. If he does so, he takes over the part of the *works* when he begins to use it except if the use is
- for a reason stated in the Works Information or
  - to suit the *Contractor's* method of working.
- 35.3 The *Project Manager* certifies the date upon which the *Employer* takes over any part of the *works* and its extent within one week of the date.

Acceleration 36

- 36.1 The *Project Manager* may instruct the *Contractor* to submit a quotation for an acceleration to achieve Completion before the Completion Date. The *Project Manager* states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The *Contractor* submits details of his assessment with each quotation.
- 36.2 The *Contractor* submits a quotation or gives his reasons for not doing so within the *period for reply*.
- 36.3 When the *Project Manager* accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.

core clauses  
main option clauses  
secondary option clauses  
cost components  
contract data

# CONTRACT DATA

## Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### Statements given in all contracts

#### 1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option ..... and secondary Options ..... of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006).
- The *works* are  
.....
- The *Employer* is  
Name .....  
Address .....
- The *Project Manager* is  
Name .....  
Address .....
- The *Supervisor* is  
Name .....  
Address .....
- The *Adjudicator* is  
Name .....  
Address .....
- The *Works Information* is in  
.....  
.....  
.....
- The *Site Information* is in  
.....  
.....  
.....

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**If the Employer has decided the completion date for the whole of the works**

- The completion date for the whole of the works is .....

**If the Employer is not willing to take over the works before the Completion Date**

- The Employer is not willing to take over the works before the Completion Date.

**If no programme is identified in part two of the Contract Data**

- The Contractor is to submit a first programme for acceptance within ..... weeks of the Contract Date.

**If the Employer has identified work which is to meet a stated condition by a key date**

- The key dates and conditions to be met are
 

condition to be met	key date
1 .....	.....
2 .....	.....
3 .....	.....

**If the period in which payments are made is not three weeks and Y(UK)2 is not used**

- The period within which payments are made is .....

**If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due**

- The period for payment is .....

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

- These are additional Employer's risks
 

1 .....
2 .....
3 .....

**If the Employer is to provide Plant and Materials**

- The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of .....