

Revising the programme	32			
	32.1	The <i>Contractor</i> shows on each revised programme	<ul style="list-style-type: none"> • 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 <i>Contractor</i> plans to deal with any delays and to correct notified Defects and • any other changes which the <i>Contractor</i> proposes to make to the Accepted Programme. 	
	32.2	The <i>Contractor</i> submits a revised programme to the <i>Project Manager</i> for acceptance	<ul style="list-style-type: none"> • within the <i>period for reply</i> after the <i>Project Manager</i> has instructed him to, • when the <i>Contractor</i> chooses to and, in any case, • at no longer interval than the interval stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>works</i>. 	
Access to and use of the Site	33			
	33.1	The <i>Employer</i> allows access to and use of each part of the Site to the <i>Contractor</i> which is necessary for the work included in this contract. Access and use is allowed on or before the later of its <i>access date</i> and the date for access shown on the Accepted Programme.		
Instructions to stop or not to start work	34			
	34.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> 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 <i>Employer</i> need not take over the <i>works</i> before the Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise the <i>Employer</i> takes over the <i>works</i> not later than two weeks after Completion.		
	35.2	The <i>Employer</i> may use any part of the <i>works</i> before Completion has been certified. If he does so, he takes over the part of the <i>works</i> when he begins to use it except if the use is	<ul style="list-style-type: none"> • for a reason stated in the Works Information or • to suit the <i>Contractor's</i> method of working. 	
	35.3	The <i>Project Manager</i> certifies the date upon which the <i>Employer</i> takes over any part of the <i>works</i> and its extent within one week of the date.		
Acceleration	36			
	36.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to submit a quotation for an acceleration to achieve Completion before the Completion Date. The <i>Project Manager</i> 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 <i>Contractor</i> submits details of his assessment with each quotation.		
	36.2	The <i>Contractor</i> submits a quotation or gives his reasons for not doing so within the <i>period for reply</i> .		
	36.4	When the <i>Project Manager</i> accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Defined Cost of the whole of the <i>works</i> 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 E, 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