



Highstone Group

Building Contract - The Priory

Date:XXX

This agreement is dated:

Between:

(1) Highstone Group (Company Number XXX) whose registered office is at 329 Wakefield Rd Denby Dale HD8 8RX (The 'Employer')

And

(2) Highstone Building Services (Company number 04166289) whose registered office is at 329 Wakefield Rd Denby Dale HD8 8RX (the "Contractor")

## 1. Definitions

In this Agreement the following defined terms shall apply:

Agreement:	This agreement
Business Day:	Any day that is not a Saturday, Sunday or public holiday
Completion Date:	██████████ or such other date as may be notified by the Employer in accordance with clause 7.2
Drawings: revisions thereof.	The drawings issued by the Employer from time to time including any updates or
Party:	The Employer or the Contractor, as applicable
Parties	The Employer and the Contractor
Planning Permission:	The planning permission granted by Kirklees Council ref: No. 2025/90655 dated 02/07/2025 and the plans to which it refers plan refs: H24-WC-003 - A, H24-WC-004 - A, H24-WC-005 - A, H24-WC-010- C
Price:	██████████ or such adjusted amount or other amount as may be agreed by the Employer and the Contractor in accordance with this agreement.
Site:	The Priory, Whitechapel Road, Cleckheaton, BD19 6HR.
Specification:	The specification of the Works issued by the Employer
Work:	The work set out in the Specification and the Drawings

## **2. Agreement**

- 2.1 The Contractor has agreed to carry out the Work at the Site at the Employer's request.
- 2.2 The Employer shall pay the Contractor the Price in return for the Contractor carrying out the Work Payment Profile:

### **2.2a Interim Payments Monthly**

- 2.3 The Contractor shall carry out the Work to a good standard suitable for immediate residential occupation and/or use as intended by the Employer.

## **3. Interest**

- 3.1 If the Employer does not pay the Price or any part of the Price on the date such a payment is due, the Contractor is entitled to interest on the sum unpaid and overdue from time to time, at the rate of 4.00% per annum above the base rate for the time being of Bank of England, for each day that sum is unpaid. The Contractor's acceptance of an interest payments will not constitute a waiver by the Contractor of its right to full and proper payment of the amount due to it.

## **4. Management of the work**

The contractor shall:

### **4.1 Site Safety & Compliance**

Ensure the Site is properly managed, secure, and compliant with all relevant health and safety legislation, including the Construction (Design and Management) Regulations 2015.

### **4.2 Responsibility for Works**

Remain fully responsible for all workmanship, whether undertaken directly or by, subcontractors, suppliers, or consultants engaged by the Contractor.

### **4.3 Coordination & Supervision**

Provide adequate supervision and coordination of labour, plant, and materials to ensure efficient progress of the Works.

### **4.4 Records & Reporting**

Maintain proper records of site activities and provide progress reports to the Employer on request.

### **4.5 Protection of Property & Environment**

Take all reasonable steps to protect the Employer's property, neighbouring land, and the environment from damage arising out of the Works.

## 5. Defects and Warranties

### 5.1 Quality of Work

Carry out the Works in a good and workmanlike manner using proper materials in accordance with the Specification, Drawings, and statutory requirements.

### 5.2 Practical Completion

Achieve Practical Completion (as certified by the Employer) before the works are considered complete.

### 5.3 Defects Liability Period

Remain liable for any defects, shrinkages, or other faults which appear within 12 months of Practical Completion (the "Defects Liability Period").

### 5.4 Obligation to Remedy

At its own cost, make good any defects or faults notified in writing by the Employer during the Defects Liability Period, within a reasonable time.

### 5.5 Failure to Remedy

If the Contractor fails to remedy within a reasonable time, the Employer may carry out or procure the works and recover the cost from the Contractor.

### 5.6 Warranties

The contractor will put in place a LABC, NHBC or equivalent warranty (in favour of the Employer) covering the works.

### 5.7 Statutory Obligations

Remain liable for latent defects and statutory obligations beyond the Defects Liability Period, including duties under the Defective Premises Act 1972.

## 6. Bribery Act

6.1 The Contractor shall:

6.2 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

6.3 Have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance, and enforce them where appropriate;

6.4 Promptly report to the Employer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Agreement;

6.5 The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this an Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor. The Contractor shall be responsible for the observance and performance by such persons of the terms.

## 7. Completion of work

7.1 The Contractor shall complete the Work by the Completion Date.

7.2 The Employer may, by written notice, extend the Completion Date in relation to matters outside the control of the Contractor.

## 8. Quality of workmanship The

Contractor shall:

8.1 Carry out the Work in a diligent and good and workmanlike manner in accordance with Plans and Specification and the Planning Permission;

8.2 Use good quality materials indicated in the Specification or, where no such indication is given in the Specification use materials of a good standard and quality appropriate to the Work;

8.3 Obtain all environmental and other consents and approvals (other than neighbour or planning consents and approvals) required for the Work prior to the Commencement Date;

8.4 Comply with the requirements of all statutes, statutory instruments, rules, orders, regulations or bye-laws applicable to the Work;

8.5 Give any notices that are required to the local authority in accordance with any bye-laws or regulations applicable to the Work;

- 8.6 Pay all charges or fees, unless otherwise agreed in writing, in connection with;
- 8.6.1 any legislation which affects the Work or performance of any obligation under this Agreement;
  - 8.6.2 any regulation or byelaw of a local authority or statutory body which has any jurisdiction regarding the Work; and
- 8.7 Make good, at the Contractor's own cost, any defects in materials or workmanship which the Employer notifies to the Contractor in writing within a period of 12 months after completion of the Work.
9. **Alterations**
- 9.1 The Employer shall advise the Contractor of any change to the Work.
- 9.2 When advised, the Contractor shall give the Employer details of any additional costs that will be incurred in consequence of such change.
- 9.3 If the Employer and the Contractor agree the change, they shall record the change and any new Price in writing in a document which they shall each sign and attach to this Agreement.
- 9.4 Unless a document is prepared and signed in accordance with clause 9.3 the Employer shall not be liable to make any additional payment to the Contractor.
- 9.5 The Contractor may also initiate a change to the Work, provided the Employer agrees to such a change in writing, and may request a change to the Price. No change to the Price shall be made unless the Employer agrees, in writing, prior to the change being implemented.
10. **Indemnity and insurance**
- 10.1 The contractor shall have:
- a. Employers liability cover of £10,000,000
  - b. Public Liability insurance of £5,000,000
- 10.2 Unless otherwise agreed in writing with the Employer, the Contractor or its subsidiary shall indemnify the Employer against and shall take out and maintain adequate insurance against all losses resulting from:
- 10.2.1 personal injury or death directly related to the carrying out of the Work by the Contractor;
  - 10.2.2 damage to the Site and/or other property directly related to the carrying out of the Work by the Contractor; and
  - 10.2.3 failure of the Contractor, its consultants or sub-contractors, properly to design any works, the design of which, has been entrusted to it.

- 10.3 If the Contractor fails, on request, to provide satisfactory documentary evidence of such insurance the Contractor's entitlement to payment under this Agreement shall be postponed until such satisfactory documentary evidence is provided.

## 11. Termination

- 11.1 If a Party fails, without reasonable cause, to comply with any of the terms of this Agreement, then the other Party may give written notice ('the Default Notice') requiring the specified default to be remedied. If the default continues for a period of 7 days (the 'Default Period') or more after receipt of the Default Notice then this Agreement may be terminated, on receipt by the defaulting Party of a further written notice (the 'Termination Notice') stating that this Agreement is terminated forthwith.
- 11.2 If either Party becomes insolvent the other Party is entitled to terminate this Agreement by written notice to the insolvent Party at any time.

## 12. The Site

When the Work is completed, the Contractor shall leave the Site in a good and tidy state.

## 13. Disputes

- 13.1 The Parties shall consult with each other, in good faith, to attempt to reach Agreement on any dispute arising under this Agreement.
- 13.2 If the consultation is unsuccessful and there is still a dispute between the Parties, then, at the election of either Party, the dispute may proceed to adjudication.
- 13.2.1 Where any dispute is referred to adjudication the Scheme of Construction Contracts (England and Wales) Regulations 1998 will apply.
- 13.2.2 If adjudication does not resolve the dispute, either Party may refer the matter to arbitration under the Arbitration Act 1996, or to the courts of England and Wales.

## 14. Applicable law

- 14.1 This Agreement will be governed by and constructed in accordance with the laws of England and Wales.

## 15. General Protections

The Parties agree the following additional protections shall apply:

### 15.1 Force Majeure

Neither Party shall be liable for delay or failure in performance caused by events beyond their reasonable control (including fire, flood, adverse weather, strikes, epidemic, or acts of government). The Contractor must notify the Employer within 7 days of any such event. The Completion Date may be extended for the period of delay, but no additional payment is due unless agreed.

## 15.2 Assignment & Subcontracting

The Contractor shall not assign the benefit of this Agreement or subcontract the whole or substantially the whole of the Works without the Employer's prior written consent.

Any approved subcontracting shall not relieve the Contractor of its obligations or liability under this Agreement.

## 15.3 Notices

All formal notices under this Agreement shall be in writing and delivered by hand, by recorded post, or by email to the registered office or principal business address of the receiving Party.

Notices shall be deemed served: (i) if by hand, at time of delivery; (ii) if by recorded post, two Business Days after posting; (iii) if by email, at time of transmission unless returned undelivered.

## 15.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior discussions, representations, or understandings (whether oral or written). No variation shall be effective unless in writing and signed by both Parties.

## 15.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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[REDACTED]

[REDACTED]

[REDACTED]

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**CONTACT US**

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