

## Instruction to Proceed

**From:** [insert name of Employer] whose registered address is at [ ] ('Employer' / 'we')

**To:** [insert name of Contractor] Company No [ ] whose registered address is at [ ] ('Contractor' / 'you')

**Instruction to Proceed pursuant to Article 14.9 of a JCT Design and Build Contract 2016 as amended** in relation to:-

**Project:** [insert Project Details]

**Site:** [insert Site Details]

**and dated [insert date] (the 'Contract')**

1. Words and expressions used in this Instruction to Proceed shall have the same meanings as in the Contract.
2. Pursuant to Article 14.9, we confirm the satisfactory completion of the Pre-Construction Services (or the relevant part thereof) by you in accordance with the Contract. To the best of our knowledge the Project is ready to commence on Site.
3. We instruct you, in accordance with Article 14.9 of the Contract, to carry out and complete the Supply & Installation Works in accordance with the Contract.
4. For the purposes of the Contract, the following shall apply:-
  - 4.1 Article 2: Contract Sum: £[insert final Contract Sum];
  - 4.2 Contract Particulars: the Contract Particulars appended at Schedule 1 of this Instruction to Proceed; and
  - 4.3 Additional Information: the additional information and/or documents (if any) relating to the Contract Documents listed and/or appended at Schedule 2 of this Instruction to Proceed.<sup>1</sup>

Signed by			
For and on behalf of the <b>Employer</b>			
Dated:			

<sup>1</sup> Any additional information / documents relating to the Contract Documents agreed between the Parties in accordance with the process set out in Article 16 of the Contract and which may not otherwise be referenced in the updated Contract Particulars may be listed or appended in Schedule 2. However, delete paragraph 4.3 and Schedule 2 (or leave blank) if not applicable.

The Contractor confirms receipt of this instruction and acknowledges that it will carry out and complete the Supply & Installation Works in accordance with the Contract.

Signed by	<hr/>
For and on behalf of the <b>Contractor</b>	
Dated:	<hr/>

## Schedule 1

**[Insert fully updated Contract Particulars]**

### Contract Particulars

Note: an Asterisk \* indicates text that is to be deleted as appropriate.

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date <b>[is a 'contractor']</b> <b>[is not a 'contractor']</b> for the purposes of the CIS
Fifth Recital	Description of Sections (if any) <i>(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)</i>	Section <b>[...]</b> <b>[insert date]</b> Section <b>[...]</b> <b>[insert date]</b> Section <b>[...]</b> <b>[insert date]</b>
Sixth Recital	Framework Agreement <i>(State date, title and parties.)</i>	<b>[identify by date, parties etc]</b>
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions - Part 1  <i>(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provisions <u>does not</u> apply.)</i>	
	Named Sub-Contractors	Supplemental Provision 1 <b>[applies]</b> <b>[does not apply]</b>
	Valuation of Changes – Contractor's estimates	Supplemental Provision 2 <b>[applies]</b> <b>[does not apply]</b>
	Loss and expense – Contractor's estimates	Supplemental Provision 3 <b>[applies]</b> <b>[does not apply]</b>
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions - Part 2 <i>(Where neither entry against one of Supplemental Provision 4 to 10 below is deleted, that Supplemental Provision applies.)</i>	
	Acceleration Quotation	Supplement Provision 4 <b>[applies]</b> <b>[does not apply]</b>
	Collaborative working	Supplemental Provision 5 <b>[applies]</b> <b>[does not apply]</b>
	Health and safety	Supplemental Provision 6 <b>[applies]</b> <b>[does not apply]</b>

	Cost savings and value improvements	Supplemental Provision 7 [applies][does not apply]
	Sustainable development and environmental considerations	Supplemental Provision 8 [applies][does not apply]
	Performance Indicators and monitoring	Supplemental Provision 9 [applies][does not apply]
	Notification and negotiation of disputes	Supplemental Provision 10 [applies][does not apply]
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Employer's nominee: [ ] Contractor's nominee: [ ] or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 4	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 4	Contract Sum Analysis <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	See [reference and date]
Article 8	Arbitration <i>(If neither entry is deleted, Article 8 and clauses 9.3 and 9.8 does not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.)</i>	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	[insert date]
1.1	Date for Completion of the Works <i>(where completion by Sections does not apply)</i>	[insert date]
	Sections: Dates for Completion of Sections	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]
1.7	Addresses for service of notices by the Parties	As stated at the commencement of the Agreement or such other address as may be advised from time to time in advance in writing

2.3	Date of Possession of the site ( <i>where possession by Sections does not apply</i> )	[insert date]
2.4	Sections: Dates of Possession of Sections	Section [...] [insert date] Section [...] [insert date] Section [...] [insert date]
2.4	Deferment of possession of the site ( <i>where possession by Sections does not apply</i> )	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
	Sections: deferment of possession of Sections	Clause 2.4 [applies] [does not apply] Maximum period of deferment (if less than 6 weeks) is [insert]
2.17.3	Limit of Contractor's liability for loss of use etc.	£5 million for each and every claim up to an overall limit of £10 million in the aggregate
2.29.2	Liquidated damages ( <i>where completion by Sections does not apply</i> )	at the rate of [[£ ]per week pro-rated]
	Sections: rate of liquidated damages for each Section	Section [...]: [£x] per [...] Section [...]: [£x] per [...] Section [...]: [£x] per [...]
2.34	Sections: Section Sums	Section [...]: [£x] Section [...]: [£x] Section [...]: [£x]
2.35	Rectification Period ( <i>where completion by Sections does not apply</i> ) ( <i>If no other period is stated, the period is 6 months.</i> )	[ ] from the date of practical completion of the Works
	Sections: Rectification Periods ( <i>If no other period is stated, the period is 6 months.</i> )	Section [...]: [...] months Section [...]: [...] months Section [...]: [...] months from the date of practical completion of each Section
2.39	Third Party Agreements	[Identify documents]

4.6	Advance payment (Not applicable where the Employer is a Local or Public Authority)	Clause 4.6 [applies] [does not apply]  If applicable: the advance payment will be £[ ] / [ ] per cent of the Contract Sum and will be paid to the Contractor on [ ]; it will be reimbursed to the Employer in the following amount(s) and at the following time(s): [ ]
4.6	Advance Payment Bond (Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)	An advance payment bond [is] [is not required]
4.7.1	Method of payment - alternatives (If no Alternative is selected, Alternative B applies.)	[by stages in accordance with Alternative A (clause 4.12)]  [periodically in accordance with Alternative B (clause 4.13)]
	Alternative A: Stage Payments	The stages are set out in the following document [.....]
	Stages (insert brief description)	Cumulative value £ [insert details] £ [insert details] £ [insert details]
4.7.2	Interim Payments – Interim Valuation Dates (The dates apply for Alternative; if no dates is stated, the first Interim Valuation Date is one month after the Date of Possession.)	The first Interim Valuation Date is [.....] and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items - uniquely identified (Delete the entry if no bond is required)	[A bond is not required] [For uniquely identified Listed Items a bond in respect of payment for such items is required for £ [insert]]
4.15.5	Listed Items - not uniquely identified (Delete the entry if clause 4.15.5 does not apply.)	[A bond is not required] [For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for £ [insert]]

4.17	<p>Contractor's Retention Bond</p> <p><i>(Not applicable where the Employer is Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)</i></p>	<p>[a bond is not required]</p> <p>Clause 4.17 [applies] [does not apply]</p> <p>If clause 4.17 applies, the maximum aggregate sum for the purposes of clause 2 of the bond is £ [insert]</p> <p>For the purposes of clause 6.3 of the bond, the expiry date shall be [insert]</p>
4.18.1	<p>Retention Percentage</p> <p><i>(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)</i></p>	<p>3 per cent</p>
5.5	<p>Daywork</p>	<p>The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in [identify document]</p>
6.4.1.	<p>Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than</p>	<p>[£ ] for any one occurrence or series of occurrences arising out of one event</p>
6.5.1	<p>Insurance - liability of Employer</p>	<p>Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £[insert]</p>
6.7 and Schedule 3	<p>Works insurance - Insurance Options applicable</p> <p>Percentage to cover professional fees</p> <p><i>(If no other percentage is stated, it shall be 15 per cent.)</i></p> <p>Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is</p> <p><i>(as supplied by the Contactor)</i></p>	<p>Schedule 3:</p> <ul style="list-style-type: none"> <li>• Insurance Option A applies/</li> <li>• Insurance Option B applies/</li> <li>• Insurance Option C applies</li> </ul> <p>[15] per cent</p> <p>[insert date]</p>

	Where Insurance Option C applies, paragraph C.1 (Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)	[applies]/ [is replaced by the provisions of the following document(s)]  (the 'C.1 Replacement Schedule')
6.10 and Schedule 3	Terrorism Cover – details of the required cover (Unless otherwise stated, Pool Re Cover is required.)	are set out in the following document(s) [insert reference]
6.15	Professional Indemnity insurance Level of cover	Amount of indemnity required <ul style="list-style-type: none"> <li>• [Relates to claim or series of claims arising out of one event]/</li> <li>• [is the aggregate amount for any one period of insurance]</li> </ul> <p>And is £[x]</p>
	Cover for pollution and contamination claims. (Unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)	[is required, with a sub-limit of indemnity of £[insert]]
	Expiry of required period of Professional Indemnity insurance is	12 years
6.17	Joint Fire Code  If the Joint Fire Code applies, state whether the insurer Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	The Joint Fire Code [applies] [does not apply] [Yes] [No]
6.20	Joint Fire Code - amendments/ revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 (If neither entry is deleted, clause 7.2 applies.)  Sections: rights under clause 7.2 (If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)	See clause 7   See clause 7



7.3.1	<p>Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i></p> <p>The required form of the bond or guarantee is set out in</p> <p>Initial value</p> <p>Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be <i>(If no entry is selected, the date shall be the date of practical completion of the Works.)</i></p> <p>Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is <i>(If no other percentage is stated, it shall be 50 per cent.)</i></p>	<p>*[is required]/[is not required]</p> <p>[Appendix 2 of the Schedule of Amendments]</p> <p>[x] per cent of the Contract Sum</p> <p>[the date of practical completion of the Works]/ [2 weeks after the date of expiry of the Rectification Period for the Works]/ [the date for issue of the Notice of Completion of Making Good for the Works]</p> <p>[.....] per cent</p>
7.3.2	<p>Guarantee from the Contractor's parent company</p> <p>Parent company's name and registration number</p> <p>The required form of the guarantee is set out in</p>	<p>*[is required]/[is not required]</p> <p>[insert details]</p> <p>[Appendix 3 of the Schedule of Amendments]</p>
7.4	<p>Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor, sub-contractors and sub-consultants of rights in respect of the Works by third party rights or collateral warranties ('<b>Rights Particulars</b>') are as follows:</p>	<p>The Contractor shall be required to grant third party rights under Appendix 4 of this Contract to any Stakeholder as the Employer may direct.</p> <p>The Contractor shall be required to procure collateral warranties from any Sub-Contractor in favour of any Beneficiary</p>
8.9.2	Period of suspension	[2] months
8.11.1.1 to 8.11.1.6	Period of suspension	[2] months

9.2.1	<p>Adjudication</p> <p>Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)</p> <p><i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication).</i></p>	<p>The Adjudicator is [ ]</p> <p>The Royal Institution of Chartered Surveyors</p>
9.4.1	<p>Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or Vice-President of the Royal Institute of British Architects).</i></p>	<p>Not applicable</p>

## **Schedule 2**

### **Additional Information**

*[Insert document references and/or documents as appropriate]*