**THIS AGREEMENT IS DATED DAY OF 2024**

(1) **COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF**

(2) **[USER NAME]**

SOUTH AND MID WALES

**COLLABORATIVE CONSTRUCTION FRAMEWORKS**

**(SEWSCAP 4)**

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AGREEMENT FOR USER

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**THIS AGREEMENT IS MADE ON [*DATE*]**

**BETWEEN:**

* 1. **COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF** of County Hall, Atlantic Wharf, Cardiff, CF10 4UW (the “**Authority**” which expression includes any permitted successor to it and any successor to it in the exercise of its functions); and
  2. **[USER NAME]** whose principal office is at [***address***] (the “**User**”) which expression includes any permitted successor to it and any successor to it in the exercise of its functions),

1. each a “**Party**” and together, the “**Parties**”,

**BACKGROUND**

* + - 1. The Authority, acting on behalf of itself and the other named **Contracting Authorities** (which term means the entities listed in Schedule 1 (*Potential Employers*) to this Agreement), has set up the South and Mid Wales Collaborative Construction Framework (“**SEWSCAP 4**”) which comprises framework agreements with the individual Framework Contractors as listed by Lot in Schedule 2 (*Framework Contractors*) to this Agreement.
      2. The Authority has entered into a series of framework agreements with the individual Framework Contractors in standard form, the terms, conditions and other provisions of which are referred to as the “**Framework Agreement**”.
      3. Under SEWSCAP 4, the Potential Employers may call-off services and construction works as set out in the Framework Agreement in connection with schools and other public building projects.
      4. The User wishes to make use of SEWSCAP 4.
      5. The Authority requires that any User which wishes to use SEWSCAP 4 enters into this Agreement with the Authority to regulate the use and operation of the Framework Agreement.

**IT IS AGREED as follows:**

Consideration and Intention to Create Legal Relations

* 1. In consideration of the warranties, acknowledgement and covenants on the part of the User contained in this Agreement:
     1. the Authority permits the User to use SEWSCAP 4 in accordance with the provisions of this Agreement, the provisions of the Framework Agreement, the Guidance and Applicable Law; and
     2. the User agrees to abide by and perform diligently and in full the obligations of the User set out in this Agreement, in the Framework Agreement and in the Guidance and to comply with Applicable Law in doing so.
  2. The Parties intend that this Agreement should have legal effect and should be enforceable by either of them as a contract.

Interpretation

* 1. The following terms and expressions shall have the meanings ascribed to them:

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| --- | --- |
| **Agreement** | means this agreement, comprising the Clauses and Schedules; |
| **Applicable Law** | means any law, statute, proclamation, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of of the European Union (Withdrawal Agreement) Act 2020 , regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the User is bound to comply (including for the avoidance of doubt Acts, Measures and/or subordinate legislation of the Senedd), to the extent that each is in force in England and Wales or in Wales only; |
| **Call-Off Contract** | means an agreement between one or more Potential Employers and a Framework Contractor to carry out works and/or services for a Construction Project under the terms of the Framework Agreement, in the relevant form set out at Schedule 2 of the Framework Agreement, and, where the context requires, includes a reference to the provisions of the relevant form of Call-Off Contract set out at Schedule 2 of the Framework Agreement; |
| **Confidential Information** | means all commercial or strategic planning, intentions, modus operandi, finances, proposals, projects, plans and specifications, confidential designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical business and similar information relating to the Users, the Authority or a Framework Contractor business and affairs, its customers, employees and suppliers or otherwise relating to this Agreement, SEWSCAP4, a Call-Off Contract or Works including all readable data, logic, logic designs, flowcharts, source or object codes, listings, test data, test routines, diagnostic programs, software programs or other material; |
| **Construction Project** | any project or works for an Employer including the design, construction, refurbishment and re-construction of any buildings or facilities and associated services or works to complete the total proposed project including, for the avoidance of doubt, any and all phases of "early contractor involvement" or "two-stage" commissions where a contractor may be engaged initially in relation to design and then subsequently in relation to construction; |
| **EIR** | means the Environmental Information Regulations 2004, and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation |
| **EIR Exception** | means any applicable exemption to EIR; |
| **Exempted Information** | means any Information that is designated as falling or potentially falling within the FoIA Exemptions or the EIR Exceptions; |
| **Employer** | means any Potential Employer which enters into a Call-Off Contract or engages the Contractor in respect of a Construction Project; |
| **FoIA** | means the Freedom of Information Act 2000, and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation; |
| **FoIA Authority** | means a public authority as defined by FoIA and/or EIR; |
| **FoIA Exemption** | means any applicable exemption to FoIA; |
| **Guidance** | means the document “*Technical User Guide*” (as updated from time to time) provided by the Authority to the User prior to the User’s entry into this Agreement; |
| **Information** | means in relation to:   * 1. FoIA, the meaning given under section 84 of the FoIA and which is held by the Authority or a FoIA Authority at the time of receipt of an RFI; or   2. EIR, has the meaning given under the definition of “environmental information” in section 2 of EIR and which is held by the Authority or a FoIA Authority at the time of receipt of an RFI |
| **Procurement Law** | means the Public Contracts Regulations 2015 (as amended) and the relevant case law of relating to the above legislation in so far as it constitutes binding precedent. For the avoidance of any doubt, the Framework Agreement, any Selection Process and all Call-Off Contracts shall be governed by Public Contracts Regulations 2015 for their entire duration and shall not at any stage by governed by the Procurement Act 2023; |
| **RFI** | shall have the meaning set out in FoIA or any request for information under EIR which may relate to this Agreement, a Call-Off Contract or Works or any activities or business of Authority or FoIA Authority |
| **Request to Enter into a Call-Off Contract** | as defined in paragraph 1.4 of Part 1 of Schedule 3 to the Framework Agreement; |
| **Selection Process** | means a Selection Process as defined in the Framework Agreement. |
| **Social Value** | as defined in the Framework Agreement; |
| **Website Information** | the information required by the Authority from time to time to update the SEWSCAP4 website. |

* 1. In this Agreement unless the context otherwise requires:
     1. references to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
     2. words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;
     3. a reference to a person shall include a reference to a firm, a body corporate or unincorporated association or to a person’s executors or administrators;
     4. a reference to a Clause or Schedule shall be a reference to a Clause or Schedule (as the case may be) of or to this Agreement unless otherwise specified;
     5. the headings are for convenience only and shall not affect the interpretation of any provision of this Agreement;
     6. unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party’s other rights and remedies;
     7. any phrase introduced by the words “including”, “includes”, “in particular” or “for example” or similar shall be construed as illustrative and shall not limit the generality of the related general words; and
     8. “writing” or “written” includes e-mail (provided that an error-free transmission report is received by the sender and no notification of malfunction or failure of transmission is received by the sender).

Warranties and Exclusion of Liability

* 1. The User warrants:
     1. that it is a Potential Employer listed in Schedule 1 of this Agreement;
     2. that it has the necessary power and authority to use SEWSCAP 4 (including entering into Call-Off Contracts);and
     3. it has carried out all necessary steps and actions (including obtaining necessary approvals whether internal or otherwise) so as to comply with its own procedures and the Applicable Law.
  2. The User acknowledges that the Authority:
     1. gives no warranty, undertaking or guarantees in respect of, nor makes no representation about, the ability of the User to use SEWSCAP 4 for the User’s intended purpose or in accordance with Applicable Law (including Procurement Law).
     2. gives no warranty, undertaking, or guarantee in relation to the performance of Framework Contractors;
     3. gives no warranty, undertaking, or guarantee in respect of the Website Information, or in relation to the suitability, validity, compliance with laws or regulations or otherwise of SEWSCAP4; and
     4. reserves the right to determine or change any appointments within the limits allowed under the terms of SEWSCAP4, and to suspend the use of one or more of SEWSCAP4 by the User on written notice having immediate effect.
  3. The User acknowledges this and further acknowledges that the User is wholly responsible for carrying its own due diligence to ensure that it is able to use SEWSCAP 4 for the User’s intended purpose in accordance with Applicable Law.
  4. The Authority and the User warrant to each other that their respective representative(s) who execute this Agreement are duly authorised and empowered to do so.
  5. Neither Party limits its liability to the other for death or personal injury arising from negligence, or for any liability arising from fraud or fraudulent misrepresentation.
  6. Subject to Clause 3.5 above, the Authority excludes any and all liability to the User including in contract, tort (including negligence), breach of statutory duty, Procurement Law, competition law, public law including judicial review, restitution, legitimate expectation or any other area of liability to the fullest extent permitted by law, for any loss, damage, costs or proceedings whatsoever arising out of:
     1. any claim or issue as to whether the User had the necessary power and authority and/or has complied with all applicable procedural requirements; and/or
     2. any claim or issue as to whether the User has complied with its obligations under Procurement Law,
  7. in each case in relation to the User entering or proposing to enter into a Call-Off Contract and/or the User’s use of SEWSCAP 4.
  8. The User acknowledges that the Authority shall not in any way be responsible or held liable for any loss, damage, costs or proceedings whatsoever arising out of the performance of any Call-Off Contract(s), such matters being between the User and the relevant Framework Contractor(s).

Use of the Framework Agreement

* 1. The User must not commence any Selection Process or enter into any Call-Off Contract without the prior consent of the Authority.
  2. Before the User can commence a Selection Process, it must notify the Authority of:
     1. the nature of the works or services to be undertaken under the proposed Call-Off Contract;
     2. the estimated value of the proposed Call-Off Contract;
     3. the Lot which the User proposes to use;
     4. the Selection Process which the User proposes to use; and
     5. the award or tender procedure which the User proposes to use.
  3. The User shall in conducting any Selection Process and/or awarding any Call-Off Contract comply with the provisions of Clause 7 of the Framework Agreement (*Mechanism for Letting Call-Off Contracts*) and Schedule 3 to the Framework Agreement (*Mechanism for Letting Call-Off Contracts*).
  4. If the User is using Selection Process A (Direct Award) it shall only issue a Request to Enter into a Call-Off Contract (pursuant to and as defined in Schedule 3 to the Framework Agreement) to the Framework Contractor that has been established through objective and transparent Direct Award Criteria in the relevant lot that will provide the best price/quality ration. If that Framework Contractor fails to accept the Request to Enter into a Call-Off Contract for any reason then the user may award the Call-Off Contract to the next highest-placed Framework Contractor under the above methodology.
  5. The user must notify its decision to all Framework Contractors on the relevant Lot including the Direct Award Criteria used and the reasons for its decision.
  6. The User shall not use any of the mechanisms set out under Clauses 7.3 (*Filling gaps in Selection Processes*), 7.4 (*Filling gaps in the Framework*) or 7.5 (*Ensuring genuine competition*) without first consulting the Authority and obtaining the Authority’s prior approval. The Authority may apply conditions to its approval, regarding how the User should conduct the Selection Process under any of the above provisions of the Framework Agreement and if so, the User shall comply with such conditions.
  7. Within seven (7) days after completion of any Selection Process (whether or not resulting in the award of a Call-Off Contract), the User shall provide the following information to the Authority –
     1. the works or services to be undertaken under the Call-Off Contract;
     2. the Lot or Lots involved in the Selection Process;
     3. the Selection Process used;
     4. the time allowed to Framework Contractors to respond to the User’s invitation to tender or request (as appropriate);
     5. the Framework Contractors who responded or submitted tenders (as appropriate);
     6. the Framework Contractors who were invited but did not respond or submit tenders (as appropriate);
     7. the form of contract awarded;
     8. the value of the contract awarded;
     9. the identity of the Framework Contractor to whom the Call-Off Contract has been or will be awarded; and
     10. if the Selection Process did not result in an award of a Call-Off Contract, the reasons for this.
  8. The User shall notify the Authority of any complaint, claim or challenge (whether or not involving legal proceedings) in relation to the User’s use of SEWSCAP 4 as soon as reasonably practicable after becoming aware of it.
  9. The User shall not do anything to prejudice the Authority’s procurement of SEWSCAP 4 and in particular the User shall not amend any the Framework Agreement or the form(s) of Call-Off Contract(s) without the prior written consent of the Authority, unless such amendments are for project specific reasons as indicated and permitted in the relevant documents.
  10. The User shall:
      1. always act professionally when using the SEWSCAP3 Framework Agreement, including when undertaking a Selection Process, awarding a Call-Off Contract, managing and enforcing a Call-Off Contract, throughout the duration of a Call-Off Contract, through the duration of this Agreement and when liaising with the Authority and/or Framework Contractors and/or other Users;
      2. actively contribute to the continuous improvement of SEWSCAP3;
      3. attend meetings with the Authority and/or other Users and/or Framework Contractors , workshops and/or other events as reasonably requested by the Authority;
      4. regularly update the Website Information; and
      5. share with the Authority and other Users its experiences in relation to SEWSCAP3 and information as to best practice when using SEWSCAP3.

Expectations of the User

* 1. Upon the award of a Call-Off Contract the User will submit to the Authority the Client Satisfaction Questionnaire as part of the Key Performance Indicators within ten (10) working days when requested by the Authority once the project has been completed.
  2. The User shall in addition provide to the Authority such further information as may reasonably be requested by the Authority concerning the tender or award process for any Call-Off Contract(s), the performance of any Call-Off Contract(s), and/or the relevant Framework Contractor(s).
  3. The User shall provide information and data regarding Post-Occupancy Toolkit, Social Value initiatives and case studies relating to the call-off undertaken via the Framework.
  4. The User will be expected to participate with Continuous Improvement including but not limited to; task and finish groups and client engagement meetings.
  5. The User shall inform the Framework Management Team of communications being published in the public domain if the Framework is named.

Confidentiality

* 1. Each party recognises that under this Agreement it may receive Confidential Information belonging to the other and to Framework Contractors.
  2. Each Party agrees to treat all Confidential Information belonging to the other or to Framework Contractor as confidential and not to disclose such Confidential Information or any other confidential information relating to the Authority, the User, the Potential Employers, the SEWSCAP4, a Call-Off Contract or works to any third party without the prior written consent of the other Party (or the relevant Framework Contractor, if applicable) and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement or a Selection Process.
  3. The obligations of confidence referred to in Clause 6.2 shall not apply to any Confidential Information which:
     1. is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
     2. is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
     3. is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality; or
     4. is independently developed without access to the Confidential Information of the other Party.
  4. Each party will be permitted to disclose Confidential Information to the extent that they are required to do so:
     1. to enable the disclosing party to perform its obligations under this Agreement; or
     2. by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FoIA, EIR or the Code of Practice on Access to Government Information; or
     3. by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
     4. in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.
  5. The User shall ensure that all Confidential Information obtained from the Authority or a Framework Contractor under or in connection with this Agreement:
     1. is given only to such of its employees or professional advisors engaged to advise it in connection with this Agreement or a Selection Process as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement or the Selection Process;
     2. is treated as confidential and not disclosed (without the Authority’s prior written approval) or used by any such staff or professional advisors otherwise than for the purposes of this Agreement;
     3. where it is considered necessary in the opinion of the Authority, the User shall ensure that such staff or professional advisors sign a confidentiality undertaking before commencing work in connection with a Call-Off Contract.
  6. Nothing in this Clause 6 shall prevent the Authority:
     1. disclosing any Confidential Information for the purpose of:-
        1. the examination and certification of the Authority’s accounts; or
        2. any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority’s has used its resources; or
     2. disclosing any Confidential Information:
        1. to any other department, office or agency of the Crown;
        2. to the Senedd, Welsh Government and any of their committees or if required by any Senedd or Welsh Government reporting requirement;
        3. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any rights, obligations or any liabilities under this Agreement; or
        4. to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to this Agreement;
  7. provided that in disclosing information under Clause 6.6.1 or 6.6.2 the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
  8. Nothing in this Clause 6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
  9. The obligations in this Clause 6 will survive the expiry or termination of this Agreement for a period of 10 years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

FoIA and EIRs

* 1. The Parties to this Agreement are FoIA Authorities and are subject to legal duties which may require the release of information under FoIA and/or EIR and that the FoIA Authorities may be under an obligation to provide Information subject to a Request for Information.
  2. The FoIA Authority in receipt of or to receive the RFI (**“Relevant FoIA Authority”**) shall be responsible for determining in its absolute discretion whether:
     1. any Information is Exempted Information or remains Exempted Information; and/or
     2. any Information is to be disclosed in response to a Request for Information;
  3. and in no event shall any party, other than the Relevant FoIA Authority, respond directly to a RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FoIA Authority.
  4. Subject to Clause 7.4 below, all Parties acknowledge that the Relevant FoIA Authority may disclose Information:
     1. without consulting the other; or
     2. following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
  5. Without in any way limiting Clause 7.2 and 7.3, in the event that the Relevant FoIA Authority receives a RFI, the Relevant FoIA Authority will, where appropriate, as soon as reasonably practicable notify the other Party.
  6. The Parties will assist and co-operate with one another as requested by the Relevant FoIA Authority to enable the Relevant FoIA Authority to comply with its obligations to disclose Information under FoIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:
     1. transfer any RFI received to the Relevant FoIA Authority as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
     2. provide all such assistance as may be required from time to time by the Relevant FoIA Authority to enable the Relevant FoIA Authority to comply with its obligations to disclose Information;
  7. Nothing in this Agreement will prevent the Relevant FoIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FoIA and/or EIR in relation to any Exempted Information.

Termination

* 1. This Agreement shall take full force and effect on the date of signature by both Parties of this Agreement and shall continue in respect of SEWSCAP4 until the earliest of:
     1. expiry or earlier termination of SEWSCAP4; or
     2. until the earlier termination of this Agreement.
  2. This Agreement may be terminated by either Party with immediate effect upon serving written notice on the other party.
  3. Any Selection Process and/or Call-Off Contract purportedly made with a Framework Contractor after termination of this Agreement or the SEWSCAP4, will not be made pursuant to the terms of SEWSCAP4 and it will be the responsibility of the User and the Framework Contractor to agree the terms of contract between them and to comply with any applicable Procurement Law.

Governing Law and Jurisdiction

* 1. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales as they apply in Wales and the Courts of England and Wales (sitting at Cardiff) shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

Costs and Expenses

* 1. Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

No Partnership or Agency

* 1. Nothing in this Agreement shall be construed as creating a partnership.
  2. No Party shall be deemed to be an agent of any other Party and no Party shall hold itself out as having authority or power to bind any other Party in any way.

Third Party Rights

* 1. Nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999.

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| **Signed on behalf of the Authority by:**  **[Authorised Signatory]** | **Signed on behalf of [the User] by:**  **[Authorised Signatory]** |

1. POTENTIAL EMPLOYERS
2. The following Contracting Authorities (including any successor to any of them in the exercise of their statutory or public functions) may enter into Call-Off Contracts with the Contractor under this Agreement –
3. Blaenau Gwent County Borough Council;
4. Bridgend County Borough Council;
5. The County Council of the City of Cardiff ;
6. Caerphilly County Borough Council;
7. Carmarthenshire County Council;
8. Monmouthshire County Council;
9. Merthyr Tydfil County Borough Council;
10. Neath Port Talbot County Borough Council;
11. Newport City Council;
12. Pembrokeshire County Council;
13. Powys County Council;
14. Rhondda Cynon Tâf County Borough Council;
15. City and County of Swansea
16. Torfaen County Borough Council;
17. Vale of Glamorgan Council; and
18. In addition, the following contracting authorities may also utilise this framework -
    1. Welsh Government, its departments, sponsored non-departmental public bodies and executive agencies, subsidiaries, associated trading bodies and any other legal person subject to Welsh Government ownership or control. A list of the bodies falling within this category may be found at - <https://gov.wales/register-devolved-public-bodies>
    2. Welsh Higher Education bodies as described at; <https://www.studyinwales.ac.uk/>
    3. Welsh Further Education Colleges as described at: <https://www.colleges.wales/en/page/members> <http://www.collegeswales.ac.uk/Find-a-College>
    4. NHS Local Health Boards and NHS Trusts and Special Health Authorities in Wales
    5. Welsh Housing Associations/registered social landlords as described at: <http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>
    6. Welsh Local Authorities as described at: <http://gov.wales/topics/localgovernment/unitary-authorities/?lang=en>
    7. Schools, sixth-form colleges, foundation schools and academies in Wales (but not independent schools)
    8. HM Inspectorate of Schools in Wales (Estyn)
    9. Care Inspectorate Wales
    10. Cardiff Capital Region, CCR Energy Limited and its or their Associated Companies
    11. Police and Crime Commissioners and Police Forces in Wales
    12. Police Forces in Wales as described at: https://www.police.uk/pu/contact-us/uk-police-forces/
    13. Fire Authorities (including Fire and Rescue Services) in Wales as described at: <http://www.fireservice.co.uk/information/ukfrs>
    14. Network Rail and its Associated Companies
    15. Transport for Wales, Transport for Wales Rail Limited and its or their Associated Companies
    16. Canal and River Trust in Wales as described at: <https://canalrivertrust.org.uk/about-us/where-we-work/wales-and-south-west>
    17. The following central government departments, to the extent that they are based in or operate in Wales –
        * Cabinet Office
        * Wales Office
        * Department for Business, Energy & Industrial Strategy
        * Ministry for Levelling up, Housing and Communities
        * Department for Digital, Culture Media and Sport
        * Department for Education
        * Department for Environment, Food and Rural Affairs
        * Department for Transport
        * Department for Work and Pensions
        * Department of Energy and Climate Change
        * Department of Health and Social Care
        * HM Treasury
        * Home Office
        * Ministry of Justice
        * Ministry of Defence
    18. Agencies or sponsored bodies of the above central government bodies, to the extent that they are based in or operate in Wales, including (but not limited to) –
        * Office of National Statistics
        * Defence Support Group
        * Royal Mint
        * Crown Commercial Service
        * Driver and Vehicle Licensing Agency (DVLA)
        * Maritime and Coastguard Agency
    19. Joint Ventures or collaborations between Welsh Local Authorities or any combination of the bodies listed above;
    20. Any successors to any of the above bodies in the exercise of their statutory or public functions, including (without limitation), by reason of abolition, merger, boundary change, replacement or otherwise;
        * Trusts, charities, social enterprises, mutuals and community interest companies: (i.e. organisations that have been established by the public bodies within the scope of this advertisement and/or where the contracting public bodies are trustees or partners of the Trusts, social enterprises, mutuals and community interest companies or any similar organisation);
        * Other public bodies exercising their functions in, or in relation to, Wales but not specifically referred to above may also use this Framework Agreement.
19. The Framework may also be used by non-Public Sector organisations to comply with conditions associated with the use of public funds for those specific projects, in relation to but not limited to Section 106 funding and/or community infrastructure levy.
20. In respect of all Call-Off Contracts, the contractual relationship would be between the individual Potential Employer accessing the Framework Agreement and the Contractor.
21. Contractors appointed to the Framework are required to notify the Authority of approaches made to them by any Potential Employer or other organisation to access the Framework and any call offs by any other Potential Employer or organisation are required to be in accordance with the Framework Agreement.
22. The individual Potential Employer accessing the Framework will be fully responsible for complying with the terms of the Framework Agreement and any Call-Off Contract and the Authority will not be liable in any circumstances for or in connection with the act, omission or conduct of any Potential Employer.
23. Access to the Framework by any Potential Employer will be subject to written consent by the Authority and the Authority reserves the right not to grant such consent, at its sole discretion.
24. The entities described above in this Schedule 1 are identified for the purpose of being entitled to participate in award procedures and award and enter into Call-Off Contracts under this Agreement pursuant to Regulation 33(5) of the Public Contracts Regulations 2015.
25. FRAMEWORK CONTRACTORS

***Note: this may vary from time to time due to suspension, replacement and termination in accordance with the terms of the Framework Agreement***

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| Lot number | **Lot description** | **Scope** |
| 1 | Torfaen, Blaenau Gwent, Monmouthshire, Caerphilly or other Potential Employers based or operating near those areas | £250k - £1.5m |
| **Rank** | **Contractor** | |
| **1** | Ian Williams Ltd | |
| **2** | Willis Construction Limited | |
| **3** | GRAHAM Asset Management Ltd T/A GRAHAM Facilities Management | |
| **4** | R&M Williams Ltd | |
| **5** | John Perkins Construction Ltd | |
| **6 (Reserve Contractor)** | Korbuild Ltd | |

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| **Lot number** | **Lot description** | **Scope** |
| 2 | RCT, Merthyr, Bridgend or other Potential Employers based or operating near those areas | £250k - £1.5m |
| **Rank** | **Contractor** | |
| **1** | Ian Williams Ltd | |
| **2** | John Weaver (Contractors) Ltd | |
| **3** | Willis Construction Limited | |
| **4** | Brecongate Projects Limited | |
| **5** | GRAHAM Asset Management Ltd T/A GRAHAM Facilities Management | |
| **6 (Reserve Contractor)** | Encon Construction Ltd | |
| **7 (Reserve Contractor)** | Korbuild Ltd | |

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| **Lot number** | **Lot description** | **Scope** |
| 3 | VoG, Cardiff and Newport or other Potential Employers based or operating near those areas | £250k - £1.5m |
| **Rank** | **Contractor** | |
| **1** | *Knox & Wells Ltd* | |
| **2** | *Ian Williams Ltd* | |
| **3** | *John Weaver (Contractors) Ltd* | |
| **4** | *Willis Construction Limited* | |
| **5** | *GRAHAM Asset Management Ltd T/A GRAHAM Facilities Management* | |
| **6 (Reserve Contractor)** | *R&M Williams Ltd* | |
| **7 (Reserve Contractor)** | *Encon Construction Ltd* | |
| **8 (Reserve Contractor)** | Korbuild Ltd | |

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| **Lot number** | **Lot description** | **Scope** |
| 4 | All | £1.5m - £3m |
| **Rank** | **Contractor** | |
| **1** | Speller Metcalfe Malvern Limited | |
| **2** | Knox & Wells Ltd | |
| **3** | Ian Williams Ltd | |
| **4** | John Weaver (Contractors) Ltd | |
| **5** | Willis Construction Limited | |
| **6 (Reserve Contractor)** | R&M Williams Ltd | |
| **7 (Reserve Contractor)** | Encon Construction Ltd | |

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| **Lot number** | **Lot description** | **Scope** |
| 5 | All | £3m - £5m |
| **Rank** | **Contractor** | |
| **1** | Andrew Scott Limited | |
| **2** | Knox & Wells Ltd | |
| **3** | Speller Metcalfe Malvern Limited | |
| **4** | John Weaver (Contractors) Ltd | |
| **5** | R&M Williams Ltd | |
| **6 (Reserve Contractor)** | Lancer Scott Limited | |

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| **Lot number** | **Lot description** | **Scope** |
| 6 | All | £5m - £10m |
| **Rank** | **Contractor** | |
| **1** | Kier Construction Ltd | |
| **2** | Willmott Dixon Construction Ltd | |
| **3** | Morgan Sindall Construction & Infrastructure Ltd | |
| **4** | BAM Construction Ltd | |
| **5** | Andrew Scott Limited | |
| **6 (Reserve Contractor)** | Galliford Try Construction Limited | |
| **7 (Reserve Contractor)** | C. Wynne & Sons Limited T/A Wynne Construction | |
| **8 (Reserve Contractor)** | Speller Metcalfe Malvern Limited | |

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| **Lot number** | **Lot description** | **Scope** |
| 7 | All | £10m - £25m |
| **Rank** | **Contractor** | |
| **1** | Willmott Dixon Construction Ltd | |
| **2** | Morgan Sindall Construction & Infrastructure Ltd | |
| **3** | BAM Construction Ltd | |
| **4** | Kier Construction Ltd | |
| **5** | Andrew Scott Limited | |
| **6 (Reserve Contractor)** | Galliford Try Construction Limited | |
| **7 (Reserve Contractor)** | Bouygues UK | |
| **8 (Reserve Contractor)** | C. Wynne & Sons Limited T/A Wynne Construction | |

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| **Lot number** | **Lot description** | **Scope** |
| 8 | All | £25m - £50m |
| **Rank** | **Contractor** | |
| **1** | Willmott Dixon Construction Ltd | |
| **2** | Morgan Sindall Construction & Infrastructure Ltd | |
| **3** | Tilbury Douglas Construction ltd | |
| **4** | BAM Construction Ltd | |
| **5** | Kier Construction Ltd | |
| **6 (Reserve Contractor)** | Bouygues UK | |
| **7 (Reserve Contractor)** | Galliford Try Construction Limited | |
| **8 (Reserve Contractor)** | Vinci Construction UK T/A Vinci Building | |

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| **Lot number** | **Lot description** | **Scope** |
| 9 | All | £50m - £100m |
| **Rank** | **Contractor** | |
| **1** | Willmott Dixon Construction Ltd | |
| **2** | Morgan Sindall Construction & Infrastructure Ltd | |
| **3** | Kier Construction Ltd | |
| **4** | BAM Construction Ltd | |
| **5** | Bouygues UK | |
| **6 (Reserve Contractor)** | Vinci Construction UK T/A Vinci Building | |

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| **Lot number** | **Lot description** | **Scope** |
| 10a | Hire of demountable, temporary buildings with associated works and the option of design support | £1m - £100m |
| **Rank** | **Contractor** | |
| **1** | Tilbury Douglas Construction ltd | |
| **2** | Wernick Buildings Limited | |
| **3** | McAvoy Modular Offsite Limited | |
| **4** | Portakabin Limited | |

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| **Lot number** | **Lot description** | **Scope** |
| 10b | Purchase of modular or demountable buildings with associated works and the option of design support | £1m - £100m |
| **Rank** | **Contractor** | |
| **1** | Tilbury Douglas Construction ltd | |
| **2** | Wernick Buildings Limited | |
| **3** | Portakabin Limited | |
| **4** | McAvoy Modular Offsite Limited | |

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| **Lot number** | **Lot description** | **Scope** |
| 12a | Provision of heritage Construction services to include extensions and refurbishment under traditional or design and build with all associated works | £1m - £12m |
| **Rank** | **Contractor** | |
| **1** | Andrew Scott Limited | |
| **2** | Speller Metcalfe Malvern Limited | |
| **3** | Knox & Wells Ltd | |
| **4** | John Weaver (Contractors) Ltd | |
| **5** | R&M Williams Ltd | |
| **6 (Reserve Contractor)** | Lancer Scott Limited | |
| **7 (Reserve Contractor)** | SWG Construction (Build & Renovate) Ltd | |