

with two copies of the specification, descriptive schedules or other like document necessary for use in carrying out the Works. Provided that nothing contained in the said specification, descriptive schedules or other documents shall impose any obligation beyond those imposed by the Contract documents.

(4) As and when from time to time may be necessary the Architect without charge to the Contractor shall furnish him with two copies of such drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

(5) The Contractor shall keep one copy of the Contract Drawings, one copy of the unpriced Bills of Quantities, one copy of the specification, descriptive schedules or other like document referred to in sub-clause (3) of this Condition, and one copy of the drawings and details referred to in sub-clause (4) of this Condition upon the Works so as to be available for the Architect or his representative at all reasonable times.

(6) Upon final payments under clause 4 (6) of these Conditions the Contractor shall if so requested by the Architect, forthwith return to the Architect all drawings, details, specifications, descriptive schedules and other documents of a like nature which bear his name.

(7) None of the documents hereinbefore mentioned shall be used by the contractor for any purpose other than this Contract and neither the Employer, the Architect nor the Quantity Surveyor shall divulge or use except for the purposes of this Contract any of the prices in the Contract Bills.

(8) Any certificate to be issued by the Architect under these Conditions shall be issued to the Contractor.

4 (1) The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected. The Contractor before making any variation from the Contract Drawings or the Contract Bills necessitated by such compliance shall give to the Architect a written notice specifying and giving the reason for such variation and the Architect may issue instructions in regard thereto. If within seven days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified, he shall proceed with the work conforming to the Act of Parliament, instrument, rule, order regulation or byelaw in question and any variation thereby necessitated shall be deemed to be a variation required by the Architect.

Statutory obligations, notices, fees and charges.

(2) The Contractor shall pay and indemnify the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker in respect of the Works. Provided that the amount of any such fees or charges (including any rates or taxes) shall be added to the Contract Sum unless they

- (a) arise in respect of work executed or materials or goods supplied by a local authority or statutory undertaker for which a prime cost sum is included in the Contract Bills or for which a prime cost sum has arisen as a result of Architect's instructions given under clause 4 (3) of these Conditions, or
- (b) are priced or stated by way of a provisional sum in the Contract Bills.

5 The Architect shall determine any levels which may be required for the execution of the Works, and shall furnish to the Contractor by way of accurately dimensioned drawings such information as shall enable the Contractor to set out the Works at ground level. Unless the Architect shall otherwise instruct, in which case the Contract Sum shall be adjusted accordingly, the Contractor shall be responsible for and shall entirely at his own cost amend any errors arising from his own inaccurate setting out.

Levels and setting out of the Works.