NZS 3910:2013 Conditions of contract for building and civil engineering construction

**Schedule 2 – Special Conditions of Contract – Other Conditions of Contract**

*(Include here other Special Conditions that modify the General Conditions.)*

| |  | | --- | |
| --- | --- |

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**Schedule 3 – Form of Contractor’s performance bond**

| **Contract for** | *Click to enter text* | |  |
| --- | --- | --- | --- |
| **THIS DEED**  is made on | *Click to enter a date* | |  |
| **BY** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the Contractor’)* |
| **AND** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the surety’)* |
|  | *Click to enter text* | *(Address of surety for service)* | |

**IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:**

**A** The Contractor has entered into an agreement with *Click to enter text* of *Click to enter text* (‘the Principal’) to carry out and fulfil the obligations imposed on the Contractor (‘the Contract’).

**B** The Contract requires the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor’s obligations under the Contract.

**C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

**BY THIS DEED:**

**1**. **THE** Contractor and surety are jointly and severally held and bound to the Principal in the sum of   
$NZ *Click to enter amount* and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

**2**. **THE** conditions of this bond are that it shall be released if and when:

(a) A Practical Completion Certificate has been issued for the Contract Works in accordance with 10.4 of the General Conditions;

(b) The surety receives a notice from the Principal releasing the Contractor and surety from this bond; or

(c) The surety receives a notice from the Principal confirming that a replacement Contractor’s Bond has been received and accepted and releasing the Contractor and surety from this bond.

**3.** **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.

**4.** **THE** surety shall not be released from any liability under this bond:

(a) By any alteration in the terms of the Contract;

(b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;

(c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract; or

(d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor’s obligations or in respect of any default on the part of the Contractor.

**5.** **THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

| **SIGNED** on behalf of the surety by:  *Click to enter text or paste signature* |
| --- |
| Director  *Click to enter text or paste signature* |
| Director |
| **SIGNED** on behalf of the Contractor by:  *Click to enter text or paste signature* |
| Director  *Click to enter text or paste signature* |
| Director |

NOTE – This bond shall be executed by the Contractor and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

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**Schedule 4 – Form of Principal’s bond**

| **Contract for** | *Click to enter text* | |  |
| --- | --- | --- | --- |
| **THIS DEED**  is made on | *Click to enter a date* | |  |
| **BY** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the Principal)* |
| **AND** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the surety’)* |
|  | *Click to enter text* | *(Address of surety for service)* | |

**IT IS MADE IN THE FOLLOWING CIRCUMSTANCES**

**A** The Principal has entered into an agreement with *Click to enter text* of *Click to enter text* (‘the Contractor’)   
by which the Contractor has agreed to carry out and fulfil the obligations imposed on the Contractor (‘the Contract’).

**B** The Contract requires the Principal to provide the Contractor with security in the form of a bond to ensure performance of the Principal’s obligations under the Contract.

**C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

**BY THIS DEED**

**1**. **THE** Principal and surety are jointly and severally held and bound to the Contractor in the sum of   
$NZ *Click to enter amount* and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

**2**. **THE** conditions of this bond are that it shall be released if and when:

(a) The Principal has paid to the Contractor the Contract Price and any other monies payable to the Contractor under the Contract; or

(b) The surety receives a notice from the Contractor releasing the Principal and the surety from this bond.

**3.** **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.

**4**. **THE** surety shall not be released from any liability under this bond:

(a) By any alteration in the terms of the Contract;

(b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;

(c) By any allowance of time by the Contractor; or

(d) By any forbearance or waiver by the Contractor in respect of any of the Principal’s obligations or in respect of any default on the part of the Principal.

**5.** **THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

| **SIGNED** on behalf of the surety by:  *Click to enter text or paste signature* |
| --- |
| Director  *Click to enter text or paste signature* |
| Director |
| **SIGNED** on behalf of the Principal by:  *Click to enter text or paste signature* |
| Director  *Click to enter text or paste signature* |
| Director |

NOTE – This bond shall be executed by the Principal and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of The Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

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**Schedule 5 – Form of Contractor’s bond in lieu of retentions**

| **Contract for** | *Click to enter text* | |  |
| --- | --- | --- | --- |
| **THIS DEED**  is made on |  | |  |
| **BY** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the Contractor’)* |
| **AND** | *Click to enter text* | |  |
| of | *Click to enter text* | | *(‘the surety’)* |
|  | *Click to enter text* | *(Address of surety for service)* | |

**IT IS MADE IN THE FOLLOWING CIRCUMSTANCES**

**A** The Contractor has entered into an agreement with *Click to enter text* of *Click to enter text* (‘the Principal’) to carry out and fulfil the obligations imposed on the Contractor (‘the Contract’).

**B** The Contractor has agreed to provide the Principal with security in the form of a bond in lieu of retentions additional to any other bond required under the Contract.

**C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

**BY THIS DEED**

**1**. **THE** Contractor and surety are jointly and severally held and bound to the Principal in the sum of   
$NZ *Click to enter amount* and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

**2**. **THE** conditions of this bond are that it shall be released if and when:

(a) The Final Completion Certificate has been issued for the Contract Works in accordance with 11.3 of the General Conditions; or

(b) The surety receives a notice from the Principal releasing the Contractor and the surety from this bond.

**3**. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.

**4**. **THE** surety shall not be released from any liability under this bond:

(a) By any alteration in the terms of the Contract;

(b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;

(c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract; or

(d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor’s obligations or in respect of any default on the part of the Contractor.

**5**. **THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

| **SIGNED** on behalf of the surety by:  *Click to enter text or paste signature* |
| --- |
| Director  *Click to enter text or paste signature* |
| Director |
| **SIGNED** on behalf of the Contractor by:  *Click to enter text or paste signature* |
| Director  *Click to enter text or paste signature* |
| Director |

NOTE – This bond shall be executed by the Contractor and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

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**Schedule 6 – Form of Producer Statement – Construction**

| **ISSUED BY** | *Click to enter text* | | *(Contractor)* |
| --- | --- | --- | --- |
| **TO** | *Click to enter text* | | *(Principal)* |
| **IN RESPECT OF** | *Click to enter text* | *(Description of Contract Works)* | |
| **AT** | *Click to enter text* | | *(Address)* |

*Click to enter the Contractor* *(Contractor)* has contracted to *Click to enter the Principal* *(Principal)* to carry out and complete certain building works in accordance with a Contract titled *Click to enter project name* (‘the Contract’)

I *Click to enter name* *(Duly Authorised Agent)* a duly authorised representative of  *Click to enter text* *(Contractor)* believe on reasonable grounds that *Click to enter text* *(Contractor)* has carried out and completed:

| ☐ | All |
| --- | --- |
| ☐ | Part only as specified in the attached particulars of the contract works in accordance with the Contract |
|  | *Click to enter details of attached particulars* |

| *Click to enter text or paste signature* | Date | *Click to enter a date* |
| --- | --- | --- |
| *(Signature of Authorised Agent on behalf of)* |  |  |
| *Click to enter text* |  |  |
| *(Contractor)* |  |  |
| *Click to enter text* |  |  |
| *(Address)* |  |  |

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**Schedule 7 – Information on Contractor arranged construction insurance**

**To whom it may concern:**

| From |  | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  |  | | *(Branch)* |
|  |  | | *(Address)* |

We confirm having effected construction insurance for:

|  | | *(The Contractor)* |
| --- | --- | --- |
| *Click to enter text* | | *(The Principal)* |
| In respect of | *Click to enter text* | *(Project title)* |
| Policy wording title is |  |  |

The following provisions apply:

☐ Project specific policy

☐ Annual run-off policy

☐ Annual cut-off policy

We advise that special terms, copy attached, have been applied to this policy***Yes / No***

**8.1.6**

The following forces of nature are insured:

| ☐ | landslip | ☐ | earthquake | ☐ | tsunami |
| --- | --- | --- | --- | --- | --- |
| ☐ | tornado | ☐ | cyclone | ☐ | storm |
| ☐ | flood | ☐ | lightning strike | ☐ | volcanic activity |
| ☐ | hydrothermal activity | ☐ | geothermal activity |  |  |

**8.3.3**

The sums insured are (GST exclusive):

|  | Contract Price | | | | $ |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | (a) | Costs of demolition | | | $ |  |
|  | (b) | Professional fees | | | $ |  |
|  | (c) | Value of items to be incorporated | | | $ |  |
|  | (d) | An allowance for an increase in construction costs | | | $ |  |
|  | (e) | An allowance for increased reconstruction costs | | | $ |  |
|  |  | **TOTAL SUM INSURED** | | | $ |  |
| The policy deductibles are (GST inclusive): | | | | $ | |  |
| Non-earthquake | | | | $ | |  |
| Natural disaster  % of  minimum of | | | | $ | |  |
| Other (name) | | |  | $ | |  |

**8.2.3(a)**

| Construction period | from |  | to |  |
| --- | --- | --- | --- | --- |
| Insurance maintenance period |  | | | |
| Policy expiry date |  | | | |

| Policy cover terms included are: | | |
| --- | --- | --- |
| **8.2.2** | Discretionary cancellation clause | ***Yes / No*** |
| **8.2.3** | Reinstatement provision on building and contents | ***Yes / No*** |
| **8.2.3** | Severally insured | ***Yes / No*** |
|  | No settlement delay due to exercise of subrogation | ***Yes / No*** |
| **8.2.4** | Void *ab initio* for non-payment of premium without prior notification | ***Yes / No*** |

| Policy extensions included are: | | | | | Sub-limit (if applicable) |
| --- | --- | --- | --- | --- | --- |
| **8.3.1** | Transit (in New Zealand) | ***Yes / No*** | $ |  | |
| **8.3.1** | Materials in storage (in New Zealand) | ***Yes / No*** | $ |  | |
|  | Testing and commissioning | ***Yes / No*** | $ |  | |
|  | Expediting expenses | ***Yes / No*** | $ |  | |
|  | Overseas airfreight | ***Yes / No*** | $ |  | |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** |  | **Date** |  |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** |  | | |
| **SIGNATORY TITLE** |  | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

NZS 3910:2013 Conditions of contract for building and civil engineering construction

**Schedule 8 – Information on Contractor arranged Plant insurance**

**To whom it may concern:**

| From | *Click to enter text* | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  | *Click to enter text* | | *(Branch)* |
|  | *Click to enter text* | | *(Address)* |

We confirm having effected Plant insurance for:

|  | | *(The Contractor)* |
| --- | --- | --- |
| In respect of | *Click to enter text* | *(Project title)* |
| Policy wording title is | *Click to enter text* |  |

We advise that special terms, copy attached, have been applied to this policy***Yes / No***

The following provisions apply:

☐ Annual policy

☐ Project specific policy

| Policy expiry date |  |
| --- | --- |

**8.4**

| The sums insured are (GST exclusive): | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| ☐ | All items of Plant | | Sum insured | $ |  | |
|  | OR | |  |  |  | |
| ☐ | Valued schedule of construction Plant insured (copy attached) | | | | | |
| The policy deductible (GST inclusive) is: | | | | $ |  | |
| Policy cover terms included are: | | | | | | |
| **8.2.2** | | Discretionary cancellation clause | | | | ***Yes / No*** |
| **8.2.3(a)** | | Reinstatement provision | | | | ***Yes / No*** |
| **8.2.4** | | Void *ab initio* for non-payment of premium without prior notification | | | | ***Yes / No*** |
|  | | No settlement delay due to exercise of subrogation | | | | ***Yes / No*** |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** |  | **Date** |  |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** |  | | |
| **SIGNATORY TITLE** |  | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

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**Schedule 9 – Information on public liability insurance**

**To whom it may concern:**

| From |  | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  |  | | *(Branch)* |
|  |  | | *(Address)* |

We confirm having effected public liability insurance to indemnify the Principal and the Contractor against legal liability to third parties for damage, loss or injury caused by an act or omission of the Contractor arising out of the performance of the Contract Works.

| *Click to enter text* | | *(The Contractor)* |
| --- | --- | --- |
| *Click to enter text* | | *(The Principal)* |
| In respect of | *Click to enter text* | *(Project title)* |
| Policy wording title is |  |  |

We advise that special terms, copy attached, have been specifically applied to this project***Yes / No***

The following provisions apply:

☐ Annual policy

☐ Project specific policy

| Policy expiry date |  |
| --- | --- |

**8.5, 8.9**

| The limit of indemnity (GST exclusive) | $ |  |
| --- | --- | --- |
| Sub-limit insured for (GST exclusive) |  |  |
| Vibration, removal, or weakening of support | $ |  |
| Forest and Rural Fires Act 1977 | $ |  |
| Underground services | $ |  |
| Deductible (GST inclusive) is | $ |  |
| Deductible for vibration, removal, or weakening of support (GST inclusive) | $ |  |
| Deductible for underground services (GST inclusive) | $ |  |

The policy also covers liability arising out of:

|  | The ownership/use of Plant not required to be registered for road use | ***Yes / No*** |
| --- | --- | --- |
|  | The use of hired Plant | ***Yes / No*** |
|  | The ownership/use of watercraft over 8 m | ***Yes / No*** |
|  | The ownership/use of aircraft | ***Yes / No*** |
|  | The use of explosives | ***Yes / No*** |

**8.2, 8.7**

Policy cover terms included are:

|  | Reinstatement provisions | ***Yes / No*** |
| --- | --- | --- |
|  | Number of reinstatements |  |
|  | Discretionary cancellation clause | ***Yes / No*** |
|  | Void *ab intio* for non-payment of premium without prior notification | ***Yes / No*** |
|  | Severally insured | ***Yes / No*** |
|  | No settlement delay due to exercise of subrogation | ***Yes / No*** |

We undertake that this policy will not be cancelled or amended by us without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** |  | **Date** |  |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** |  | | |
| **SIGNATORY TITLE** |  | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

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**Schedule 10 – Information on Contractor arranged motor vehicle insurance**

**To whom it may concern:**

| From |  | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  |  | | *(Branch)* |
|  |  | | *(Address)* |

We confirm having effected motor fleet insurance for

|  | | *(The Contractor)* |
| --- | --- | --- |
| In respect of | *Click to enter text* | *(Project title)* |
| Policy wording title is |  |  |

We advise that special terms, copy attached, have been applied to this policy***Yes / No***

The following provisions apply:

☐ Annual policy

☐ Project specific policy

| Policy expiry date |  |
| --- | --- |

**8.5.2**

The limits of liability are (GST exclusive):

|  | Section 2 – Liability | $ |  |
| --- | --- | --- | --- |
|  | For any one occurrence arising out of the same event |  |  |
| The policy deductibles are: | |  |  |
|  | Section 2 – Liability (GST inclusive) | $ |  |
|  | Plus under age penalties |  |  |

**8.2**

Policy cover terms included are:

|  | Section 2 Liability automatic reinstatement | ***Yes / No*** |
| --- | --- | --- |
|  | Discretionary cancellation clause | ***Yes / No*** |
|  | Void *ab initio* for non-payment of premium without prior notification | ***Yes / No*** |
|  | No settlement delay due to exercise of subrogation | ***Yes / No*** |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** |  | **Date** |  |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** |  | | |
| **SIGNATORY TITLE** |  | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

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**Schedule 11 – Information on Contractor arranged professional indemnity insurance**

**To whom it may concern:**

| From | *Click to enter text* | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  | *Click to enter text* | | *(Branch)* |
|  | *Click to enter text* | | *(Address)* |

We confirm having effected professional indemnity insurance for:

| *Click to enter text* | | *(The Contractor)* |
| --- | --- | --- |
| In respect of | *Click to enter text* | *(Project title)* |
| Policy wording title is | *Click to enter text* |  |

We advise that special terms, copy attached, have been applied to this policy *Select yes or no*

The following provisions apply:

☐ Annual policy

☐ Project specific policy

| Policy expiry date | *Click to enter a date* |
| --- | --- |

**8.6.1**

| The limit of indemnity (GST exclusive) | $ | *Click to enter amount* | any one occurrence |
| --- | --- | --- | --- |
|  | $ | *Click to enter amount* | in the aggregate during the period of insurance. |
| Deductible (GST inclusive) | $ | *Click to enter amount* |  |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** | *Click to enter text* | **Date** | *Click to enter a date* |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** | *Click to enter text or paste signature* | | |
| **SIGNATORY TITLE** | *Click to enter text* | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

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**Schedule 12 – Information on Principal arranged construction insurance**

**To whom it may concern:**

| From | *Click to enter text* | *(Name of insurance company)* | |
| --- | --- | --- | --- |
|  | *Click to enter text* | | *(Branch)* |
|  | *Click to enter text* | | *(Address)* |

We confirm having effected insurance for:

| *Click to enter text* | | *(The Principal)* | |
| --- | --- | --- | --- |
| *Click to enter text* | | *(Covering property at)* | |
| *Click to enter text* | | *(Class of insurance)* | |
| In respect of | *Click to enter text* | | *(Project title)* |
| Policy wording title is | *Click to enter text* | |  |

We advise that special terms, copy attached, have been applied to this policy *Select yes or no*

The following provisions apply:

☐ Material damage/construction project specific policy

☐ Annual run-off policy

☐ Annual cut-off policy

| Policy expiry date | *Click to enter a date* |
| --- | --- |

**8.1.6**The following forces of nature are insured:

| ☐ | landslip | ☐ | earthquake | ☐ | tsunami |
| --- | --- | --- | --- | --- | --- |
| ☐ | tornado | ☐ | cyclone | ☐ | storm |
| ☐ | flood | ☐ | lightning strike | ☐ | volcanic activity |
| ☐ | hydrothermal activity | ☐ | geothermal activity |  |  |

**8.8.4**

| Construction period | from | *Click to enter a date* | to | *Click to enter a date* |
| --- | --- | --- | --- | --- |
| Insurance maintenance period | *Click to enter text* | | | |

**8.8.1**

This policy has been endorsed to record as an additional insured:

The Contractor *Select yes or no*

Subcontractors *Select yes or no*

The sums insured are (GST exclusive):

| **8.8.2(a)** | Existing structure | $ | *Click to enter amount* |
| --- | --- | --- | --- |
| **8.8.2(b)** | Other structures in the vicinity | $ | *Click to enter amount* |
| **8.8.2(c)** | Contents | $ | *Click to enter amount* |
| **8.3.3** | Contract Price | $ | *Click to enter amount* |
| **8.3.3(a)** | Costs of demolition | $ | *Click to enter amount* |
| **8.3.3(b)** | Professional fees | $ | *Click to enter amount* |
| **8.3.3(c)** | Value of items to be incorporated | $ | *Click to enter amount* |
| **8.3.3(d)** | An allowance for an increase in construction costs | $ | *Click to enter amount* |
| **8.3.3(e)** | An allowance for increased reconstruction costs | $ | *Click to enter amount* |
|  | **TOTAL SUM INSURED** | $ | *Click to enter amount* |

| **8.1.4** | The policy deductibles are (GST inclusive): | | $ | *Click to enter amount* |
| --- | --- | --- | --- | --- |
|  | Non-earthquake | | $ | *Click to enter amount* |
|  | Natural disaster *Click to enter %* % of *Click to enter text* minimum of | | $ | *Click to enter amount* |
|  | Other (name) | *Click to enter text* | $ | *Click to enter amount* |

*Where more than one policy is involved in insuring all of the above items a separate Schedule 12 shall be completed for each policy.*

Policy cover terms included are:

**8.2.2** Discretionary cancellation clause *Select yes or no*

**8.2.3** Reinstatement provision on building and contents *Select yes or no*

**8.2.3** Severally insured *Select yes or no*

No settlement delay due to exercise of subrogation *Select yes or no*

**8.2.4** Void *ab initio* for non-payment of premium without prior notification *Select yes or no*

**8.8.2** Covers damage arising out of the Contract Works *Select yes or no*

| Policy extensions included are: | | |  | | Sub-limit (if applicable) |
| --- | --- | --- | --- | --- | --- |
| **8.3.1** | Transit (in New Zealand) | *Select yes or no* | | $ | *Click to enter amount* |
| **8.3.1** | Materials in storage (in New Zealand) | *Select yes or no* | | $ | *Click to enter amount* |
|  | Testing and commissioning | *Select yes or no* | | $ | *Click to enter amount* |
|  | Expediting expenses | *Select yes or no* | | $ | *Click to enter amount* |
|  | Overseas airfreight | *Select yes or no* | | $ | *Click to enter amount* |
|  | Partial occupation | *Select yes or no* | | $ | *Click to enter amount* |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of this policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

| **Insurance Company Stamp** | *Click to enter text* | **Date** | *Click to enter a date* |
| --- | --- | --- | --- |
| *(Or name of insurance broking company confirming cover)* | | | |
| **SIGNED BY** | *Click to enter text or paste signature* | | |
| **SIGNATORY TITLE** | *Click to enter text* | | |

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*

NZS 3910:2013 Conditions of contract for building and civil engineering construction

**Schedule 13 – Form of Contractor (or Subcontractor) warranty**

| **THIS AGREEMENT** is made on | *Click to enter a date* | *(insert date)* | |
| --- | --- | --- | --- |
| **BETWEEN** | *Click to enter text* | | *(‘the Principal’)* |
| **AND** | *Click to enter text* | | *(‘the Contractor’)* |
| **AND** | *Click to enter text* | | *(‘the Warrantor’)* |

**DEFINITIONS**

| ‘Warranted Works’ | *Click to enter text* |
| --- | --- |
| ‘Warranty Period’ | *Click to enter number years from the date of Practical Completion of the Contract Works* |

**BACKGROUND**

**A** The Principal has entered into a contract (the ‘Contract’) with the Contractor for carrying out the Contract Works. The Warranted Works are part of the Contract Works.

**B** The Contractor has agreed to arrange for the provision of a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.

**C** The Warrantor has agreed to provide a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.

**IT IS HEREBY AGREED**

**1** The Warrantor warrants to the Principal that the Warranted Works are as required in the Contract. If not otherwise specified the works shall be in accordance with good trade practice.

**2** This warranty shall be in addition to and shall not derogate from any manufacturer’s warranty or any warranty implied by law or the Defects Notification Period in the Contract, attaching to any part of the Warranted Works.

**3 Warrantor’s obligations**

**3.1**

The Warrantor agrees that, if within the Warranty Period the Warrantor is advised by the Principal in writing of any defect in the Warranted Works for which the Warrantor is liable under the terms of this warranty, the Warrantor will promptly take steps to remedy the defect.

**3.2**

Any remedial work which the Warrantor is liable to undertake under this warranty shall be carried out:

(a) To the standard required by the Contract;

(b) In a prompt and timely manner;

(c) Without unnecessary inconvenience to any occupants;

(d) At the Warrantor’s Cost; and

(e) Subject to reasonable access being provided to the Warrantor for the purpose of carrying out the remedial work.

**3.3**

Where the Cost of replacement of work and/or Materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the Cost of the Warranted Works:

(a) If the defect is reasonably able to be rectified by repair rather than by replacement, the Warrantor’s obligation under this warranty shall be only to repair or otherwise make good the defect;

(b) The Warrantor may propose reasonable monetary compensation in lieu of remedying the defect; or

(c) The Warrantor may propose a combination of both repair and compensation.

**3.4**

The Principal shall consider the Warrantor’s reasonable proposals and the parties shall endeavour in good faith to reach agreement. Where agreement cannot be reached, the dispute shall be resolved in accordance with clause 7.

**4 Failure by Warrantor to perform remedial work**

**4.1**

If the Warrantor fails to promptly, adequately and satisfactorily carry out the remedial work or to propose acceptable repair or compensation, the Principal may then arrange for the remedial work to be carried out by others.

**4.2**

The Principal shall first give the Warrantor 10 Working Days notice, or such other reasonable time as agreed by the Principal, to carry out and complete the remedial work. If the Warrantor does not do so within that time, the Principal may then advise the Warrantor in writing that the work will be carried out by other Persons.

**4.3**

In such an event, the Warrantor is not released from its obligations under this warranty, which continue in full force and effect, except for the defect remedied by the Principal or by another Person contracted by the Principal.

**4.4**

The reasonable Cost of remedial work carried out by such other Persons including all reasonable Costs of the Principal shall be paid to the Principal by the Warrantor on demand.

**5 Exclusions**

The Principal agrees that the Warrantor is not liable for any defect or damage caused by:

(a) Wilful act or negligence of the Principal or any Person other than the Warrantor;

(b) Fire, explosion, earthquake, war, subsidence, slips, faulty materials, or workmanship other than caused by the defect in the Warranted Works;

(c) Any force of nature which the Warrantor could not have reasonably foreseen;

(d) Any neglect or unnecessary delay by the Principal in giving notice to the Warrantor of a defect in the Warranted Works becoming apparent;

(e) Design faults, errors, or discrepancies, unless the Warrantor undertook the design of the part of the Warranted Works that is the subject of the defect;

(f) Use of the Warranted Works by the Principal or any other Person in any manner or for any purpose not being the intended manner of use or purpose of the Warranted Works;

(g) Failure by the Principal or other Person to maintain the Warranted Works in accordance with good practice and any manufacturer’s stated or recommended instructions or requirements; or

(h) Fair wear and tear.

**6 Assignment**

The Principal may assign the benefit of this warranty to any Person.

**7 Disputes**

Any dispute between the Principal and the Warrantor arising out of this warranty is to be referred to arbitration before a sole arbitrator. If, within 15 Working Days of notice of dispute, the Principal and the Warrantor cannot agree on a single arbitrator, either party may request the President of the Arbitrators’ and Mediators’ Institute of New Zealand to appoint an arbitrator.

In witness of which this deed has been executed.

| **SIGNED** on behalf of the Contractor by: |
| --- |
| *Click to enter text or paste signature* |
| Director  **SIGNED** on behalf of the Warrantor by:  *Click to enter text or paste signature* |
| Director  *Click to enter text or paste signature* |
| Director |
| **SIGNED** on behalf of the Principal by:  *Click to enter text or paste signature* |
| Director  *Click to enter text or paste signature* |
| Director |

NOTE – The warranty shall be executed by the Warrantor and the Principal in the manner required for execution of a deed. Any of these parties which are a company shall execute the warranty by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the Warranty is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute by affixing its seal, which shall be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

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**Schedule 14 – Agreement for off-site Materials**

| **THIS AGREEMENT** is dated the | *Click to enter day* | day of | *Click to enter month* | 20 | *Click to enter year* | |
| --- | --- | --- | --- | --- | --- | --- |
| **BETWEEN** | *Click to enter text* | | | | | *(‘the Principal’)* | |
| **AND** | *Click to enter text* | | | | | *(‘the Contractor’)* | |
| **AND** | *Click to enter text* | | | | | *(‘the Warrantor’)* | |

**INTRODUCTION:**

**A** By a contract dated the *Click to enter day* day of *Click to enter month* 20 *Click to enter year*and known as *Click to enter text* (‘the Contract’) made between the Principal and the Contractor, the Contractor agreed to carry out the work and obligations imposed on the Contractor by the Contract (‘the Contract Works’).

**B** The Contractor and the Subcontractor have entered into a subcontract for the performance of part of the Contract Works and/or the supply of Materials described in Schedule A to this agreement (‘the Materials’) and intended to be used by the Contractor and/or the Subcontractor in the Contract Works.

**C** The Contractor or the Subcontractor (as nominated in Schedule C) (‘the Bailee’) proposes to store the Materials at the premises of the Bailee (‘the Premises’) as identified in Schedule B as bailee for the Principal, for the purpose of storage, fabrication, sub-assembly, or as otherwise required for the Contract Works prior to being delivered to the Site for incorporation into the Contract Works.

**D** The Contractor has requested the Principal to authorise the Engineer to certify payment for the Materials notwithstanding that the Materials have not been delivered to the Site.

**E** The Principal has agreed to authorise the Engineer to certify payment for the Materials, notwithstanding that the Materials have not been delivered to the Site, subject to all the provisions of this agreement having been fulfilled.

**SCHEDULE A**

Description of Materials inclusive of work performed on them:

*Click to enter text*

**SCHEDULE B**

The location in New Zealand at which the Materials will be stored is:

*Click to enter text*

**SCHEDULE C**

‘The Bailee’ shall be:

☐ The Contractor  
 OR  
☐ The Subcontractor

**IT IS AGREED AS FOLLOWS**:

**1. THE** Materials to which this agreement relates are those described in Schedule A to this agreement, all of which Materials are currently on the Premises identified in Schedule B.

**2. THE** Premises identified in Schedule B are in the sole control of the party identified in Schedule C and that party shall act as bailee of the Materials until such time as the Materials are delivered to the Site or taken possession of by the Principal.

**3. THE** undertakings, warranties, covenants, agreements and other obligations of the Contractor or the Subcontractor shall bind and be deemed to have been given or assumed by each of them severally and by both of them jointly.

**4. THE** Contractor and the Subcontractor agree that they will cause the Materials to be set apart at the Premises and be clearly and visibly marked individually or in sets as being the property of the Principal and their destination as being the Site. The method used to mark the Materials and the procedures by which the mark is applied to the Materials shall be as required by the Contract or as otherwise approved by the Principal.

**5. NEITHER** the Contractor nor the Subcontractor will permit, allow, or cause the Materials to be taken away from the Premises, except:

(a) For the purpose of being transported to the Site and used in the Contract Works; or

(b) That the Principal may at its sole discretion take possession of the Materials for use other than for the Contract Works;

provided that:

(c) Where the Principal takes possession of any Materials under clause 5(b) above, and the Contractor thereby suffers delay or the Contractor or the Subcontractor incurs additional cost, the taking of possession shall be treated as a Variation under the Contract, unless the taking of possession is pursuant to clauses 14.2.1 or 14.2.2 of the Contract; and

(d) Where the Principal takes possession of any Materials under clause 5(b) above, and additional work has been carried out on those Materials since being paid for by the Principal, the Principal shall pay the Contractor for that additional work in accordance with the Contract before taking possession of the Materials.

**6. THE** Engineer, upon being satisfied that the Materials have been set apart and marked as required by this agreement, and upon the Contractor providing satisfactory evidence that the requirements of clauses 12 and 20 below have been fully satisfied, shall include in any Payment Schedule issued by the Engineer under the Contract a sum representing the reasonable value of such Materials calculated in accordance with the Contract.

**7. UPON** the Principal having made payment for the Materials, less any retentions or deductions prescribed in the Contract, title to such Materials shall immediately vest in the Principal free of all security interests, charges and encumbrances of any nature whatsoever.

**8. WHERE** the Contractor receives payment for Materials and the Subcontractor is entitled to some or all of the Principal’s payment, the Contractor shall promptly pay the Subcontractor for such Materials.

**9. UPON** the request of the Subcontractor, the Engineer shall advise the Subcontractor whether the Contractor has received any payment from the Principal for such Materials.

**10. THE** Contractor and the Subcontractor agree that the Materials will be held by the Contractor or the Subcontractor solely as bailee for the Principal and such bailment will constitute a security interest in favour of the Principal for the purpose of the Personal Property Securities Act 1999 (‘the PPSA’).

**11. THE** Principal shall (at the Contractor’s reasonable cost) register a financing statement on the Personal Property Securities Register (‘the PPSR’) listing the Principal as secured party and the Contractor and the Subcontractor as debtors for any security interest arising from the bailment of the Materials referred to in this agreement.

**12. THE** Bailee shall promptly do all things including executing any documents and providing all information which the Principal requires to ensure that the Principal receives and maintains at all times a first ranking security interest in the Materials.  This shall include procuring from any third party who has registered a financing statement against the Bailee, a waiver, in a form acceptable to the Principal, of any security interest or claim which might otherwise extend to the Materials or their proceeds.

**13. THE** Bailee shall not discharge or amend any financing statement registered under clause 11 above without the prior written consent of the Principal.

**14. NOTHING** in sections 114(1)(a), 133, and 134 of the PPSA shall apply to this agreement.

**15. ANY** rights of the Contractor and the Subcontractor as debtors under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 148 of the PPSA shall not apply to this agreement.

**16. THE** Bailee hereby grants to the Principal reasonable, free, and unencumbered right of access to the Premises to:

(a) Inspect the Materials, and verify or undertake the marking and setting apart of the Materials;

(b) Take possession of the Materials for the purpose of delivery to the Site and inclusion in the Contract Works;

(c) Remove the Materials from the Premises for the purpose of delivery to the Site and inclusion in the Contract Works; and

(d) Take possession of the Materials for use other than for the Contract Works,

and in each case in a manner that does not cause damage to any other property at the Premises. The Bailee shall take all steps and do all things as shall be necessary to ensure that the Principal obtains access to the Premises for the purposes of this agreement.

**17. THE** Bailee shall not, except as permitted in clause 5, remove or cause or permit the Materials to be moved from the Premises. The Bailee shall nevertheless be responsible to the Principal for any loss or damage thereto and for any costs of storage or handling.

**18. THE** Bailee shall, when required to do so by the Contractor or the Principal, arrange for the transportation of the Materials to the Site. Such transportation shall be at the cost of the Bailee in all things including loading, unloading, and freight.

**19. WHERE** the Materials are not insured under the construction policy provided in accordance with 8.3.1   
or 8.8.1 of the Contract, the Bailee shall, at its expense:

(a) Effect a material damage insurance policy covering all of the Materials subject to this agreement in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage. Such insurance may include an exclusion for loss or damage sustained during processing;

(b) Effect a transit insurance policy for transit of all the Materials from the Premises to the Site in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage.

**20. WITHIN** 15 Working Days of the date of this agreement, the Bailee shall furnish the Principal and the Contractor with evidence of such insurance.

**21. THE** Bailee represents and warrants to the Principal and to the Contractor (where applicable) that:

(a) It has good and clear title to the Materials;

(b) It has the ability to assign and transfer the Materials to the Principal or the Contractor; and

(c) The Materials will be transferred to the Principal or the Contractor free of any security interest.

**22. THE** Bailee undertakes that, if it charges or mortgages all or any part of its property (either real or personal), assets, or undertaking, it will obtain written confirmation from the chargee or mortgagee that the charge or the mortgage over such property, assets, or undertaking does not extend to the Materials once they have been paid for by the Principal or the Contractor (as applicable).

**23. NOTHING** in this agreement shall be deemed to limit, waive, or affect the Engineer’s powers under the Contract to order the removal from the Site or the Premises of Materials which are not in accordance with the Contract and the substitution by the Contractor at its own risk and expense of proper Materials. Nothing in this agreement shall be deemed to limit, waive or affect any other powers conferred on the Engineer and/or the Principal under the Contract.

**24. EACH** party shall pay its own costs of and incidental to the negotiation, preparation, execution, and any amendment of this agreement.

**25. WORDS** and phrases in this agreement shall have the same meanings as are ascribed to them under the Contract except where the context or any express provision of this agreement requires otherwise.

| **SIGNED BY** | *Click to enter text or paste signature* | *(Authorised Signatory)* |
| --- | --- | --- |
| of | *Click to enter text* | *(Principal)* |
| **SIGNED BY** | *Click to enter text or paste signature* | *(Authorised Signatory)* |
| of | *Click to enter text* | *(Contractor)* |
| **SIGNED BY** | *Click to enter text or paste signature* | *(Authorised Signatory)* |
| of | *Click to enter text* | *(Subcontractor)* |

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**Schedule 15 – Practical Completion Certificate**

This Practical Completion Certificate is issued under 10.4.3(a) or 10.4.4.

| **Contract for** | *Click to enter text* | *(Contract name and number if applicable)* | |
| --- | --- | --- | --- |
| **Principal** | *Click to enter text* | | *(Insert name of Principal)* |
| **Contractor** | *Click to enter text* | | *(Insert name of Contractor)* |

This certificate relates to:

☐ (a) The whole of the Contract Works referred to above;

☐ (b) The following SeparablePortion

| *(Specify Separable Portion if applicable)* |
| --- |

Receipt of the Contractor’s notice dated *Click to enter date* and issued in accordance with 10.4.2 is acknowledged.

In accordance with ☐ 10.4.3(a) or ☐ 10.4.4 *(select one)*, the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Practical Completion Certificate under 10.4, notwithstanding that there may be minor omissions and/or minor defects (as listed in the attached schedule) which satisfy the criteria in 10.4.1 (a), (b), and (c).

The Contractor is required to remedy all of the listed omissions or defects within the period stated in the attached schedule against the relevant omission or defect, or at the latest within *Click to enter text* Working Days of the date of this certificate.

Practical Completion was achieved

on *Click to enter a date* at *Click to enter a time*.

| Signed by the Engineer |  |
| --- | --- |
| Name |  |
| Date |  |

**SCHEDULE**

The following omissions and/or defects have been assessed as being of a minor nature satisfying the criteria in 10.4.1(a), (b), and (c) and were identified during an inspection carried out by the Engineer or Engineer’s Representative on

*(List minor omissions and defects )*

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**Schedule 16 – Final Completion Certificate**

This certificate is a Final Completion Certificate issued under 11.3.1.

| **Contract for** | *Click to enter text* | *(Contract name and number if applicable)* | |
| --- | --- | --- | --- |
| **Principal** | *Click to enter text* | | *(Insert name of Principal)* |
| **Contractor** | *Click to enter text* | | *(Insert name of Contractor)* |

This certificate relates to:

☐ (a) The whole of the Contract Works referred to above;

☐ (b) The following SeparablePortion

| *(Specify Separable Portion if applicable)* |
| --- |

In accordance with 11.3.1, the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Final Completion Certificate issued under 11.3

on *Click to enter a date* at *Click to enter time*.

| Signed by the Engineer | *Click to enter text or paste signature* |
| --- | --- |
| Name | *Click to enter text* |
| Date | *Click to enter a date* |