**Instruction (Planned Works)**

**Relating to Small Works Contract dated [xxx] 2018 and made between the Chancellor, Masters and Scholars of the University of Oxford and [xxx][xxx]**

Date:

Order No: (Purchase Order number)

To:

**Re: Works at [insert name of building here]**

**Introduction**

1. This Order is issued pursuant to the Contract specified above. Words and phrases defined in the Contract have the same respective meanings in this Order as in the Contract.

1. In the event of a conflict between the terms of this Order and the Contract, the terms of the Contract shall prevail, unless the terms of this Order expressly provide to the contrary. The Contract forms part of this Order and the terms of the Contract are applicable to this Order except as may expressly be provided herein.
2. You are required, as a condition of this Order and as a condition precedent to your entitlement to payment under the Contract, to sign and return a copy to us as soon as possible and in any event within 7 days of the date of this Order.

**The Works etc to be Undertaken**

1. You are to provide the works and or services and or goods and materials referred to in and in accordance with the specification and drawings set out in the Schedule to this letter (“**Specification**”).
2. The Site is [Name and location of building].

**The Order Price**

1. The price you will be paid for the due performance of this Order is £[ amount]
2. The price is a fixed price and is therefore not subject to alteration except as may be expressly provided in the Contract
3. [You will be paid in monthly instalments with the first payment due on the last working day of the month in which works start and monthly thereafter.][You will be paid for the whole of the works on completion. Payment will be made within 30 days of submission of an invoice]
4. The rates and prices in this Order shall not be adjusted other than by the written agreement of the Contract Administrator

**Commencement and Duration**

1. You are to commence the performance of this Order by no later than [insert date]
2. The date for Completion of the Works is **[insert date]**
3. [Liquidated damages apply to this order. The rate of liquidated damages is [ ] per week or part thereof. ] – DELETE THIS SENTENCE IF NO LIQUIDATED DAMAGES ARE PAYABLE.
4. This Order shall be deemed to take effect as a Deed and shall be treated by the Parties as being subject to a 12 year limitation period as varied by clause A7 of the Contract

**Points of Particular Application**

1. In relation to the terms of the Contract

14.1 For the purposes of Article 3 of the Contract, the Contract Administrator for this Order shall be:

 Of [ ]

14.2 For the purposes of Article 4 of the Contract, the CDM Coordinator shall be:

[ ] of [ ]

1. [The Facilities and Services to be provided by the Employer are as follows/ as set out in the Specification hereto.]
2. The following elements of the Works to be subcontracted: [insert list]]
3. [2.5% of the value of the Works shall be held as a retention until the certificate of making good defects has been issued.] – DELETE IF NO RETENTION REQUIRED
4. Clause A6 of the Additional Conditions (Documents: the documents to be delivered to the Employer before completion are:

The sum which the Employer may retain as a consequence of the Contractor’s failure to supply such documents is [ ]

Signed by the parties’ duly authorised representatives

Signed

In the capacity of

Duly authorised to sign for and on behalf of the Employer

Signed

In the capacity of

Duly authorised to sign for and on behalf of the Contractor

Schedule

**Specification of the works**