

Clause 2: The Employer

Written by Edward Corbett¹

Clause 2 now has 6 sub-clauses:

Employer's claims has been removed to clause 20; and new provisions 2.5 [*Site Data and Items of Reference*] and 2.6 [*Employer-Supplied Materials and Employer's Equipment*] have been added.

The obligations to provide possession, access and assistance with permits etc. are essentially the same, as are the consequences of failure to do so. The main change to clause 2.4 [*Employer's Financial Arrangements*] is that the Employer now sets out his arrangements in the Contract Data; and the Contractor can only request evidence of ability to pay if those arrangements change, there is non-payment or there are variations in excess of 30% or a single variation over 10%.

Clause 2.5 has gathered Employer's obligations from clauses 4.7 (re survey points) and 4.10 (re site data) of the 1999 forms in a worthy effort to place all such obligations in clause 2.

Clause 2.6 says, rather pointlessly, that if the Employer's Requirements specify that materials and equipment are to be provided by the Employer, he should provide them. The Contractor is to take responsibility for equipment used.



Article Author
Edward Corbett²

Email: edward.corbett@corbett.co.uk

¹ Edward Corbett is a Director at Corbett & Co. International Construction Lawyers Ltd. He can be contacted at edward.corbett@corbett.co.uk

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