

Schedule 27
Demolition requirements

Schedule 27

Demolition requirements

1 Definitions

In this Schedule (unless the context otherwise requires) the following words and phrases shall have the following meanings:

Apparatus means any pipes, wires, cables or the apparatus (in connection with the provision of gas, electricity, water or other utilities) on the Demolition Site that serve any adjoining or neighbouring property or belong to or are used for the purpose of the undertaking of any competent utility supply authority undertaker or supplier;

Asbestos Sub-Contractor means a company dealing with asbestos employed by the Partner or such other asbestos contractor as the Partner shall appoint from time to time;

Buildings means the buildings constructed on the Demolition Site;

CDM Regulations means the Construction (Design and Management) Regulations 2007;

Consents means all permissions, consents, and requirements whether statutory or otherwise necessary for the carrying out of the Demolition Works or any part or parts thereof including (but not limited) to all matters arising under the Town and Country Planning Acts 1990, Planning (Listed Building and Conservation Areas) Act 1990, Building Regulations 2000, Consents under the Public Health Acts 1936 and 1961 by law or statutory obligations and court orders including the approval of the Fire Officer now or at any time hereinafter;

Demolition Site means the area or areas within the Regeneration Site on which the Partner is undertaking Demolition Works;

Demolition Sub-Contractor means any such qualified demolition contractor as the Partner shall appoint from time to time;

Demolition Works means the element of the Works comprising the demolition works to be undertaken as part of the Regeneration in accordance with the terms of this Agreement;

Fly-tipped Waste means any waste, garbage, rubbish or other material dumped, tipped or otherwise deposited onto the Demolition Site illegally instead of being disposed of properly at a landfill site tip.

2 Carrying out the Demolition Works

2.1 The Partner shall demolish the Buildings in accordance with this Schedule 27 (Demolition requirements).

2.2 Before commencing the Demolition Works the Partner shall erect and secure hoarding or fencing on all boundaries of the Demolition Site of not less than 2 metres in height (save along the highway frontage to the Demolition Site where proprietary metal sheet fencing of not less than 2 metres in height shall be used).

- 2.3 On completion of the hoarding or fencing as required by paragraph 2.2 and before commencing the Demolition Works the Partner shall attach to the hoarding or fencing on the road frontage a sign in a format and wording to be approved by the Council giving the name of the company in charge of the Demolition Works and any relevant health and safety information including an emergency contact telephone number for enquiries about the Demolition Works.
- 2.4 The Partner shall carry out and complete the Demolition Works (or shall procure that the Demolition Works are carried out and completed):
- 2.4.1 in a good and workmanlike manner;
 - 2.4.2 in accordance with current good building practice exercising reasonable skill and care;
 - 2.4.3 in accordance with all relevant Consents and all relevant British Codes of Practice and/or British Standards and/or European Union Codes of Practice; and
 - 2.4.4 at all times in compliance with the provisions of this Agreement.
- 2.5 Without prejudice to the generality of paragraph 2.4 the Partner shall:
- 2.5.1 ensure that all gates and entrances to the Demolition Site are properly locked and secured at all times when the Demolition Site is left unattended and that the Demolition Site is generally secured from unauthorised entry;
 - 2.5.2 employ a security patrol at the Demolition Site when the Partner and/or any related parties are not physically present;
 - 2.5.3 ensure that all equipment and machinery is safe and secured from use by third parties;
 - 2.5.4 carry out the Demolition Works in accordance with the relevant statutory and/or planning requirements in relation to working hours;
 - 2.5.5 ensure that the Demolition Works are carried out only within the boundaries of the Demolition Site;
 - 2.5.6 not to do anything on the Demolition Site which is a breach of any applicable legislation law or statutory regulation (including but not limited to health and safety matters);
 - 2.5.7 be responsible for the observance by itself, its staff and contractors of all applicable health and safety precautions necessary for the protection of itself, its staff, contractors and any other person invited onto or visiting the Demolition Site;
 - 2.5.8 not to do anything which may cause a danger to or cause damage to any adjoining or neighbouring property or any user of the public highway which abuts the Demolition Site;

- 2.5.9 whilst undertaking the Demolition Works to take all reasonable steps to keep to a minimum all dust, dirt, noise and general inconvenience to local residents within the neighbouring area and users of the roads and footways adjoining the Demolition Site and at the end of each Working Day to leave the roads and footways cleaned of any dirt dust or debris which has resulted from the Demolition Works or the delivery or removal of materials or waste;
 - 2.5.10 ensure that any Fly-tipped Waste is removed from the Demolition Site and disposed of at the Partner's expense and at an appropriate disposal or recycling facility;
 - 2.5.11 comply with the CDM Regulations and ensure that any contractor complies with the CDM Regulations and in particular to ensure that the Demolition Sub-Contractor shall act as "principal contractor" as defined in the CDM Regulations and fulfils in relation to all and any Demolition Works undertaken pursuant to this schedule all of the obligations of the principal contractor as set out in or reasonably to be inferred from the CDM Regulations;
 - 2.5.12 ensure that all employees and contractors' commercial vehicles and machinery are not parked in any adjoining highway to the Demolition Site (other than for short periods of time to facilitate access to and from the Demolition Site by vehicles and plant) and that no vehicles delivering to or taking materials away from the Demolition Site are allowed to remain stationary in any adjoining highway with their engines running;
 - 2.5.13 maintain public liability insurance in the sum of at least 10 million pounds (£10,000,000) in respect of any one occurrence and not to allow on the Demolition Site any of its sub-contractors who do not maintain a similar level of insurance whilst undertaking the Demolition Works;
 - 2.5.14 to promptly advise the Council and supply a copy of any notice or communication of a material nature relating to the Demolition Works which the Partner has received from any adjoining or neighbouring owner or competent authority;
 - 2.5.15 remove within seven (7) days of becoming aware of its occurrence any graffiti on the hoarding or fencing;
 - 2.5.16 not cause any interference to any Apparatus whilst carrying out the Demolition Works unless the necessary Consents for such interference have been obtained from the relevant statutory undertaker or/and the adjoining or neighbouring owner/s; and
 - 2.5.17 not bring onto the Demolition Site any material machinery item or other thing unless it is reasonably required for the purposes of carrying out the Demolition Works or complying with the terms of this schedule.
- 2.6 The Partner shall ensure that following the completion of the Demolition Works the Demolition Site is safe, secured and protected, in a good, clean and tidy condition, and cleared of all unused building materials, plant and equipment used in the Demolition Works; and that all waste material is removed from the Demolition Site and disposed of at an appropriate disposal or recycling facility.

3 Indemnity

The Partner shall keep the Council fully indemnified from and against all actions, proceedings, losses, charges, liabilities, demands, claims, damage, cost and expenses whatsoever properly incurred arising out of any act, omission or negligence of the Partner or any person engaged in relation to the Demolition Works or at the Demolition Site with the Partner's authority or for any breach or non performance of the Partner's obligations contained in this Schedule 27 (Demolition requirements).

4 Council Monitoring

The Council and/or its representative shall be entitled at any time to enter the Demolition Site to view the state and progress of the Demolition Works and the state of the Demolition Site.

5 Asbestos and Asbestos Based Products

5.1 The Partner shall ensure that the Asbestos Sub-Contractor:

5.1.1 possesses and provides evidence of a current asbestos stripping licence as granted under the control of Asbestos Regulations 2006 (as amended or re-enacted from time to time); and

5.1.2 prior to the commencement of the Demolition Works seals any Buildings where asbestos is present to enable the asbestos to be removed using dust preventative techniques followed by industrial vacuum cleaning and washing down to prevent asbestos fibres being released outside the Building envelopes.

5.2 The Partner shall ensure that on completion of the vacuum cleaning and washing down and prior to the seals being removed, air clearance tests shall be carried out by an independent specialist properly accredited and provide a copy of the test certificates to the Partner and the Council.

5.3 If the Partner or its staff, subcontractors or agents during the course of the Demolition Works expose or cause to be exposed asbestos or any material containing asbestos the Partner shall ensure that all operations in affected areas immediately cease and shall notify the Council and the Partner shall procure that the Asbestos Sub-Contractor correctly and safely removes or seals and properly disposes of the asbestos or any material containing asbestos.