

2019 Edition

MTC/Scot

**Measured Term Contract for use in
Scotland**

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Agreement

Between

The Employer _____

_____ (Company No. _____)^[1]

of/whose registered office is at _____

And

The Contractor _____

_____ (Company No. _____)^[1]

of/whose registered office is at _____

[1]

Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside Scotland or England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide for use in Scotland.

Recitals

Whereas

First the Employer requires maintenance and minor works to be carried out in:

_____ ('the Contract Area')
in accordance with the details set out or referred to in the Contract Particulars;

Second the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;

Third the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;

Fourth the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;

Fifth whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;