

DEFINITION

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- DEFINITION The following definitions and rules of interpretation apply in these sub-contract conditions (Conditions): Act: Housing Garants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009. Affiliate: any subsidiary of a Party or a company of which the Party is a subsidiary or a company which is another subsidiary of a company of which the Party is a subsidiary. For the purposes of this definition, "subsidiary" shall have the meaning assigned to it in Section 1159 of the 1.1.2
- 1.1.3 1.1.4
- Affiliate: any subsidiary of a Party or a company of which the Party is a subsidiary or a company which is another subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is subsidiary of a Company of which the Party is a subsidiary of a Company of which the Party is a subsidiary of a Company of the Section 1159 of the Company of the Party and the Party is a subsidiary of a Company of the Party and the Party and Party 1.1.5 1.1.6
- Understructure
 preventions: any materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the
 relevant time as:
 posing a threat to the health and safety of any person;
 posing a threat to the health and safety of any person;
 posing a threat to the health and safety of any person;
 posing a threat to the health and safety of any person;
 posing a threat to the health and safety of any person;
 prove the project or any part or component of the project;
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- 310 4PL. Carclially Complete: when Pexhurst certifies that the Sub-Contract Works are complete. WMP: the site waste management plan as required by the Site Waste Management Plans Regulations 2008. <u>bu-Contract</u>: the Sub-Contract or Instruction and or Variation Instruction entered into between Pexhurst and
- the Sub-Contractor. Sub-Contractor: the sub-contractor who enters into the Sub-Contract with Pexhurst to perform the works therein. Sub-Contract Order: Pexhurst's standard sub-contract order from firme to time entered into with the Sub-Contractor. Sub-Contract Instruction: Pexhurst's standard sub-contract instruction form from time to time entered into with the Sub-Contractor. Sub-Contract Works: those works described and referred to in the Sub-Contract Order and in any Variation Instructions to be performed by the Sub-Contract Works: those works described and referred to in the Sub-Contract Order and in any Variation Instructions to be performed by 1.1.22
- the Sub-Contractor. SWMP: Site Waste Management Plan UTR: unique taxpayer reference issued by HMRC

- 1.1.24 1.1.25 1.1.26 **2.** 2.1 SWME. Site Waste Management Plan UTF: unique target reference issued by HMRC. Variation Instructions: Pexhurst's standard variation instruction form given to the Sub-Contract to to any instructions. Main CONTRACT AND APPLICATION OF CONTONISM The Sub-Contractor is provide there issued by HMRC. The Sub-Contractor issue and the Sub-Contract issue and the Sub-Contract then the provisions of the Main Contract on the part of Penhurst so far as they relate to the Sub-Contract and the Sub-Contract then the provisions of the Main Contract on the part of Penhurst so far as they relate to the Sub-Contract and the Sub-Contract then the provisions of the Main Contract will prevail Each and every Sub-Contract and the Sub-Contract Conditions and any other terms which the Sub-Contractor for Penhurst in connection with the Sub-Contract Conditions shall be deemed to apply to all work undertaken provide the work was undertaken prior to the date of the Sub-Contract. Conditions and any panent made by Penhurst to the part of the Sub-Contractor the Sub-Contract The Sub-Contract conditions is that be deducted from the amount of the first interim payment to the Sub-Contractor there is Sub-Contract. The Sub-Contractor here is Sub-Contractor and the Sub-Contract and shall be deducted from the amount of the first interim payment to the Sub-Contract thread is sub-Contract and shall be deducted from the amount of the first interim and the Sub-Contract thread is available mass to resk Contract shall and the construction of the Sub-Contract thread is to resk Contract and shall be deducted from the amount of the design and constru
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- such documents. The Sub-Contractor shall not in any way be relieved from any oblgation under this Sub-Contract should any information whether obtained from or on behall of Perkurst be incorrect or otherwise including information and exailable by or on behall of Perkurst be incorrect or Detrawise discuble from or on behall of Perkurst be incorrect or Detrawise discuble for the Sub-Contract Works on behall of Perkurst by reason d any lative on the Sub-Contract Works on behall of Perkurst by reason d any lative on the Sub-Contract Works on behall of Perkurst by reason d any lative on the part of the Sub-Contract Works on behall of Perkurst by reason d any lative on the sub-Contract Works on behall of Perkurst by reason d any lative on the sub-Contract Works on behall of Perkurst by reason d any lative on the sub-Contract Works be nere scanably foreseen) or of any information provided or statement made by or on behall of Perkurst in respect of any such condition risk contingency or circumstance. For the avoidance of doubt the provision of this clause 2.6 and link any hysic works and the Sub-Contract Order form and or the Sub-Contract Information in the Sub-Contract Order form and and provide by on behall of Perkurst and the Sub-Contract Order form and or the Sub-Contract on the Sub-Contract on the Sub-Contract Order form and and provide and the Sub-Contract on the Sub 2.6
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- promptiy compty with all written instructions issued to him by Pexhurst in connection with the Sub-Contract Works (including any Variation Instructions). Carry out the Sub-Contract Works to the reasonable satisfaction of Pexhurst and in strict accordance with any specification set out in the Sub-Contract and in such a manner that neables Pexhurst to comply with the requirements of the Main Contract. ensure that those parts of the site and the Sub-Contract Works that are under his control are maintained to a standard that avoids danger to lawd/ visitors to the site and ensure that the site and Sub-Contract Works are kept secure at all times. Conform in all respects with Pexhurst's programme for delivery of goods and for commencement execution and completion of the Sub-Contract Works are kept secure at all times. Conform in all respects with Pexhurst's programme for delivery of goods and for commencement execution and completion of the Sub-Contract Works are kept secure at all times. Conform in all respects with Pexhurst's programme for delivery of goods and for commencement execution and completion of the Sub-Contract to beliver to the terms and conditions of the Main Contract. Works and it for executions of the Main Contract (weapt Pexhurst and deliver the same to Pexhurst. not bring on site any plant that has not been correctly certified and tested. carry out ther duies under the Building Safety Act 2022. permit and facilitate the execution of work on the site not forming part of the Sub-Contract or shall comply with all instructions issued by Pexhurst in respect of coordination of all works on site. The Sub-Contract with such persons (including but not limited to by the other sub-Contractors). The Sub-Contractor will all specify for use, any products or materials which at the time of use: do not contraverse any Bhith Standard or any Code of Practice (or to the extent that any relevant Bhiths Standard or Code of Practice does not assis, any relevant Europeas Standard). are generally froore will all typecify
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- not exist, any relevant European Standard). are generally known within the Sub-Contractor's trade to be Deleterious in the particular circumstances in which they are used or specified for use. The Sub-Contractor shall comply with all rules, regulations and requirements of Pexhurst governing the arrival at and departure from the site of materials, goods, construction plant, equipment and/or other things and the storage and movement of the same on the site. In the event that during the occurse of delivery of goods to or for Pexhurst or the Employer to any premises wholy or partially occupied or being or any part thered any diamage shall be done to any persons goods or property and of witablower nature than the Sub-Contractor shall indemnity Pexhurst against all actions claims costs and comands, arising thereout, whether such damage or injury is caused directly or indirectly as a result of negligence or breach of statutory duly on the part of the Sub-Contractor servants or agents. Materials and goods interded for incorporation into the Sub-Contract Works shall become the property of Pexhurst put on the earlier of payment or delivery, but Bsub-Contract V servants or agents. Materials and goods ind or the risk of loss or damage to them until practical completion of the Sub-Contract Works. The Sub-Contract Works or the project without Works shall be does does does in the Sub-Contract Works. Materials and goods in the risk of loss or damage to them until practical completion of the Sub-Contract Works. The Sub-Contract Works or the project without Works shall be does not or adjacent to the site and intended for incorporation into the Sub-Contract Works. Markinash or the Sub-Contract Works shall be contract of Pexhurst. Workmanship for the Sub-Contract Works charact or be characted or adjacent to the site and and the distribution of materials or goods to the actual work are and the Sub-Contractor shall be responded and generic on a materials and goods to the sculation of the Sub-Contract works and the 4.3
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- Whether under statute or other wave as however, and the second of the state of the state of other wave as the state of the 5.3 5.3.1

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- Liaising with Pexhurst, other sub-contractors and others nominated by Pexhurst with respect to design and physical works, which interface with and otherwise affect the Sub-Contract Works and to ensure that due consideration is given to the requirements of the Sub-Contract Works at an appropriate time to ensure that an optimum design solution is established in a timely fashion; Everything necessary for the design development in connection with the Sub-Contract Works. "Design Development" is defined as the progression and completion of any design, including any necessary amendments and/or consequential works, required to make the Sub-Contractor's Works fully satisfy the requirements of such drawings and specifications that have been provided to the Sub-Contract or Sub-Contractor's Works fully satisfy the requirements of such drawings and specifications that have been provided to the Sub-Contract and works and the Sub-Contract works in the Sub-Contract or Sub-Contractor's Works fully satisfy the requirements of such drawings and specifications that have been provided to the Sub-Contract and the sub-Contract sub-contract documents. Such design with als to be completed by the Sub-Contract Works that is apparent or can reasonably be assessed from the Sub-Contract documents: 5.3.3 Contract do
- 5.3.4 to occuments, hing ancillary to and necessary for the proper execution of the Sub-Contract Works, including anything that may be reasonably implied inferred as necessary for the satisfactory installation and operation of the Sub-Contract Works so that they are fit for their intended
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- all of inferred as recessing to use assessed in standard instances of explosion and operation with the device of the standard internation of a standard in the standard in the
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- approval an internation programme in a level of obtain to the reasonable satisfaction of rearruns's, showing how in internets to achieve the foregoing, it. With a days of the Sub-Contractor's submission of its information programme the review Pexhurst shall reasonably endeavour to publicly its dynamics to this Sub-Contractor.
 within a days of the Sub-Contractor's submission of its information programme to review Pexhurst shall reasonably endeavour to public to gay of the Sub-Contractor's submission of any amended information programme the sub-Contractor's submission of any amended information programme the sub-Contractor's submission of any amended information programme the review Pexhurst shall reasonably endeavour to provide this comments to the Sub-Contractor's submission of any amended information programme the review Pexhurst shall reasonably endeavour to provide this comments to the Sub-Contractor's submission of any amended information programme the review Pexhurst shall reasonably endeavour to provide this comments to the Sub-Contractor.
 While Pexhurst may provide written information relating to the site dimensions the Sub-Contractor shall before practical completion of the Sub-Contract or view. Pexhurst shall reasonably endies our physicite is comments.
 The Sub-Contractor contractor decuments and/or as Dublic drawings and other Sub-Contractor for decuments and related information as specified in the Sub-Contract or shall before practical completion of the Sub-Contract or shall before practical completion of the Sub-Contractor for sub-toward or decuments and/or as Pexhurst may reasonably require that show or describe the Sub-Contractor shall before practical completion of the sub-Contractor designed work as built or relate to the maintenance and operation of them or their installators.
 PERSON IN CHARGE
 The Sub-Contractor shall allows that all reasonable times the has on the site a person on site, approved by Pexhurst, who is competent and for sub-Contractor shall be 5.6 **6.** 6.1
- PERSON IN CHARGE The Sub-Contractor shall ensure that all reasonable times he has on the site a person on site, approved by Pexhurst, who is competent and experienced in supervising work of a scope, complexity and size similar to that of the Sub-Contract Works, and shall ensure that that person is in attendance at the site during all working hours exclusively for the purpose of supervising the Sub-Contract Works. Any Variation instructions, directions, orders, notices and other communications given to that person by Pexhurst shall be deemed to have been issued to the Sub-Contractor. Such person shall not be removed or replaced by the Sub-Contractor without the express written consent of Pexhurst. ACCESS TO THE WORKS The Sub-Contractor shall ensure and provide that Person authorised by Pexhurst shall at all reasonable times have access 7. 7.1
- 2ESS TO THE WORKS Sub-Contractor shall ensure and provide that Pexhurst and any person authorised by Pexhurst shall at all reasonable times have access ny areas where the Sub-Contract Works are being performed and to any workshops or any other places commissioned and/or used by the -Contractor for the preparation of the Sub-Contract Works. JGRESS AND COMPLETION
- PROGRES The Sub-C 8. 8.1
- PROGRESS AND COMPLETION
 The Sub-Contractor shall proceed regularly, diligently and without delay to carry out and complete the Sub-Contract Works in such sequence/programme/manner/time periods as are set out and agreed in Appendix 1 of the Sub-Contract Order and as may be reasonably varied from time to time by Peaburst.
 Peaburst shall not at any time be bound to give to the Sub-Contract tworks or uninterrupted possession of or access to work areas or any part of the site. The Sub-Contract Works in accordance with the Sub-Contract Works are likely to be delayed and/or disrupted the Sub-Contract Tworks or support of the Sub-Contract Works in accordance with the Sub-Contract Works are likely to be delayed and/or disrupted the Sub-Contract tworks are appendix to the same as possible and in any event within 7 days give written notice to Penhurst of the facts and origination.
 If it becomes apparent that the progress and/or completion of the Sub-Contract Works are likely to be delayed and/or disrupted the Sub-Contract tworks are supported by the sub-Contract tworks are interested to for any reason that gives Penkurst an entitlement to an extension of time for their works according to the Main Contract Perkurst shall, in as much as it is reasonable given the accurcumstances. It is no work are to the completion of the Sub-Contract Works shall. The Sub-Contract accordingly.
 It is a condition precedent to Penkurst fixing any new date for completion that the Sub-Contractor shall:
 Comply fully with the notice provision of clause 8.3 and
 Provide timeously any information in relation to sub delay and/or disruption including:

 i. a narrative explaining in reasonable detail the circumstances of the event; 8.2
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- Provide timeously any information in relation to such delay and/or disruption including: i. a narrative explaining in reasonable detail the circumstances of the event; ii. any additional information and evidence as Portunst may reasonably require. If during the course of or having completed the Sub-Contract Vorks the Sub-Contractor incurs any loss and/or expense and/or damages directly arising from any act or omission on the part of Perhuts of the Employer the Sub-Contractor halt. within a further 7 days following notification provide Pexhurst with full details to evidence the amount of such loss and/or expense and/or damages. 8.6 8.6.1
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- damages. It is a confidion precedent to payment by Pexhurst for loss and/or expense and/or damages, that the Sub-Contractor may incur, that such notices and details referred to in clauses 8.3, 8.5 and 8.6 are received as specified by Pexhurst, and Pexhurst is thereby given the opportunity to take such action as may be available to them to avoid or mitigate such loss and/or expense and/or damages. Notwittstanding any other provision of this Sub-Contract, in respect of any issue arising out of or in connection with the Sub-Contract Works, the Sub-Contract shall have no greater right to extension of time, or other right or specified (axouting the right to payment) than does Pexhurst under the Main Contract in so far as it relates to the same facts, save where the issue relates to some breach by Pexhurst of this Sub-Contract or an instruction or direction given in writing by Pexhurst but which does not give effect to an equivalent instruction or direction o 8.8
- 8.9 8.9.1 8.9.2
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- The according to these Sub-Contract Conditions and in any event if the claim is met the value shall not exceed that or excluses extension insurance. Pexhurst and the Sub-Contractor acknowledge and agree that, notwithstanding any other provision to the contrary contained in this Sub-Contract, unless the Sub-Contractor acknowledge and agree that, notwithstanding any other provision to the contrary contained in this Sub-Contract, unless the Sub-Contractor documents specifically state otherwise, any direction issued by Pexhurst to the Sub-Contractor relating to provisional sums (whether described as being for defined or undefined work or otherwise) shall not entitle the Sub-Contractor relating to time shall be deemed to be the four expressly agreed in writing an extension of time in relation to any delay event(s) such extension of time shall be deemed to be the full and only extension of time to intellation to such event(s). For the avidance of any double, mether the submission or acceptance by either party or any programme showing a period for the execution of any works extending beyond any period for completion nor any requirement of Paxturats as the arrive or extension of completions and neither any failure by the Sub-Contractor to comply with clause 8 shall result in any period for completion becoming unterforceable. 8.13
- completion and netther any fature by the Sub-Contract to company min dease or amin reach in any power each end of the sub-Contract or shall notify Pexhurst when it considers that practical completion of the Sub-Contract Works has been achieved. Notwithstanding the foregoing, practical completion of the Sub-Contract Works and Be deemed not have occurred until Pexhurst has determined and notified to the Sub-Contract in writing of the date when the Sub-Contract Works are Practical? Complete. The Sub-Contract Vorks is able to the Sub-Contract Works are Practical? Complete. The Sub-Contract Works to be designed and constructed to achieve any stated BREEAM rating the Sub-Contract Works to be designed and constructed to achieve any stated BREEAM rating the Sub-Contract Works is as the same relates to the Sub-Contract Works to obtain the required BREEAM rating for the Main Contract Works to be designed and constructed to achieve any stated BREEAM rating the Sub-Contract Works. Loss OR DAMAGE TO THE SUB-CONTRACT WORKS. 8.14 8.15 **9.** 9.1

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- 13.3 SUB-CONTRACTORS INSURANCE 14. 14.1 UB-CONTRACTORS INSURANCE Hitolut prejudice to his obligations under these Sub-Contract Conditions or otherwise at law the Sub-Contractor shall take out and maintain d shall cause any of his Sub-Contractors and agents or others for whom he is responsible to take out and maintain policies of insurance with well-stabilished insurance company of reput, to be approved by Pexturus; to cover the following: xpense, liability, loss, claim or proceedings whatsoever arising from personal injury to, or the death of any person under a contract of service

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or apprenticeship with the Sub-Contractor, his Sub-Contractors or others as the case may be and arising out of and in the course of such persons employment to comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory instrument, regulation or orders made thereunder or any amendment or e-machtemit thereod, and; Expense, liability, loss, claim or proceedings whatsoever, arising from damage to or loss of any property referred to in clause 10.1 and to the externt that such damage or loss is caused by any negligence, breach of duly, act, omission or default on the part of the Sub-Contractor his

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- Expense, liability, loss, claim or proceedings whatsoever arising from damage to or loss of any property referred to in clause 10.1 and to the extent that such damage or loss is caused by any negligence, breach of duty, act, orisision or default on the part of the Sub-Contractor is Sub-Contractors and his or their employees or agents. Professional Indemnity insurance with respect to design works, to be continued for a period of 12 years following the making good of defects according to clause 11, acxcept as specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order. Except as specifically agreed deriverse and stated within Appendix 1 of the Sub-Contract Order. Except as specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order. Except as specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order. Baced as a specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order the limit of indemnity of insurance referred to in clause 14.1.2 shall be 22 million for each and every event. As and when reasonably required to do so by Pewhust, the Sub-Contractor shall produce to the satisfaction of Pexhurst documentary evidence that the policies of insurance required by clause 14 have been taken out and are being properly and adequately maintained. NorbOSCRMMANTION The Sub-Contractor shall environ in 14 days of any such request from Pexhurst, provide such information as Pexhurst more approach and the Sub-Contractor shall produce to the Sub-Contractor shall environ relation of destinger as obligation of Pexhurst in the Main Contract or otherwise at law relating to the diversity, equality and non-discrimination of sobocorriserior to breach any law relating to data protection. The Sub-Contractor shall environ that any sub-sub-sub-sub-contract Works includes a provision in terms equivalent to this clause 15, mutatis mutands. **15.** 15.1
- 15.2 Clause 15, mutatils mutandis. INTERIM AND FINAL PAYMENTS AND RETENTIONS

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- clause 15, mutate mutanda. INTERIM ADD FINAL PAYMENTS AND RETENTIONS Except as specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order interim payments will become due to the Sub-Contractor at monthly intervals commencing one month after the stat of the Sub-Contract Order interim payments will become due to the Sub-Contractor at monthly intervals commencing one month after the stat of the Sub-Contract Order, not later than 1 4d ages after each Valuation Date Perlunst shall have the right to withhold payments, subject to giving the Sub-Contract Order, not later than 1 4d ages after each Valuation Except as specifically agreed otherwise and stated within Appendix 1 of the Sub-Contract Order, not later than 1 4d ages after each Valuation Date Perlunst shall issue a Payment Notice to the Sub-Contract Order, not later than 1 4d ages after each Valuation Date Perlunst and lassue a Payment Notice to the Sub-Contract or the sub-Contract Order, not later than 1 4d ages after each Valuation Subject to any Pay Less Notice given under clause 16.6, Perlunst from the Sub-Contractor of a Calim to payment, whichever is builder (Tinal Date for Payment). Vulner Perlunst literations that be the given submit ades and us in the Sub-Contractor of a Calim the Payment Notice to nor before the Final Date for Payment). The amount due as interim payments shall be the gross valuation of the Sub-Contract Order frain and one day before the Final Date for Payment. The amount due as interim payments shall be the gross valuation of the Sub-Contractor of a Calim completed, less any amount which Perkuist may deduct and retain in accordance with clause 38; and less the sum of the amounts paid in previous interim payments; and less the sum of the amounts paid in previous interim payment; and less Contractor fails to supply the as-built information referred to in clause 56 then Perlunst shall be on exount only and shall no 1 internal Condinace. Antement payments shall be one shall no in themasel sig 16.2 16.3
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- additional retention) 10% or the total amounts retented on it cause to do not over our event of the Sub-Contractor shall submit to Pexhurst the Not later than one month after the date the Sub-Contract Works are Practically Complete, the Sub-Contractor shall submit to Pexhurst the Sub-Contractor is assessment of the total value of the Sub-Contract Works area (out, including supporting evidence and any further documents as Pexhurst may reasonably require. The Final Payment for the Sub-Contract Works shall be due two months following the date when the Sub-Contract Works are Practically Complete including the making good of defects, according to the reasonable satisfaction of Pexhurst. Norwithstanding any delays to the Main Contract Works, the prices for the Sub-Contract Works shall be fixed for their duration until fully and finally completed. 16.10
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- finally completed. The Sub-Contractor acknowledges that delivery to Pexhurst in accordance with clause 3.1.8 of every collateral warranty required pursuant to the Sub-Contract Order shall be a condition precedent to any payment in respect of the Sub-Contract Works to which the Sub-Contractor would oftenwise be entitled under this Sub-Contract. 16.13
- would otherwise be entited under this Sub-Contract. SITE HOURS AND OVERTIME The site hours are as stated in Appendix 1 of the Sub-Contract Order (Site Hours). Unless otherwise specifically stated in the Sub-Contract or expressly sanctioned in writing by Pochurst, the Sub-Contract shall in the execution of the Sub-Contract Works on the site observe the same days and hours of working as Pechurst. No additional payment will be rmaide for overtime working unless previously agreed in writing by Pechurst. No additional payment will be made for overtime working unless previously agreed in writing by Pechurst. No additional payment will be made for overtime working unless previously agreed in writing by Pechurst. A contract Works that day and the respective work in purpose hard the Additional payment will be respective work by and hours or beach state that work on the sub-Contract or Respective work in purpose hard the sub-Contract or respective works and hours are beach state that day and the respective work in the sub-Contract or respective works and the sub-Contract or Respective wor 17. 17.1

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- Contract Works that day and the respective work by and nours of each such resource. It is a result of delay through no fault of Penkurs the Sub-Contractor needs to all its own cost work outside of the Site Hours, Penkurst shall be ended to the sub-contract on resource and the sub-contractor needs to all its own cost work outside of the Site Hours, Penkurst shall be ended to the sub-contract work of the Sub-Contractor needs to all its own cost work outside of the Site Hours, Penkurst shall be ended to the sub-contract work of the Sub-Contractor resolution of the Site Contract Works are to be carried out. No such instructions hall vitiles these Sub-Contract Conditions but the Sub-Contractor shall not undertake any work involving a variation or extra work without the previous written consent of Penkurst. Variations and extra work in respect of which Penkurst shall have given its consent shall be valued on the basis of the schedule of rates set out or referred to in Appendix 10 the Sub-Contract forder or, when no schedule of rates exists, at a rate or value to be determined by Penkurs's surveyor (in his absolute discretion) as all a first er valuation. The rates and pencingaes stated or agreed shall be inclusive of all antional and other insurances and holidays with pay, contributions towards use and wastage of non-mechanical plant, sharpening of tools, foremen supervision and all overhead charges and profits. In conjugation and allow of contract constitution of any sub-contract from supervision and all owerhead charges and profits. Invitein and allow of complying which each instruction for the expenditure of any sub-contract from schedule all in sciences shall be in such from as Perkurst and direct and shall in any event be isolation for the expenditure of any sub-contract Works and allo provide all reasonable facilities to enable Penkurst to do so without any delay. For the avidance of doubt 1 variation instruction from Penkurst to vary the Sub-Contract Works will not in itself constitute an agreem 18.4 18.5

RETENTION MONIES AND DEFECTS LIABILITY PERIOD **19.** 19.1

- RETENTION MONIES AND DEFECTS LABILITY PERIOD TEXPITA SECTION DATE: A DATE of the annual section of the sub-Contract Order Pexhurst shall be entitled to deduct and retain 5% of the amount stated in each interim payment as due to the Sub-Contractor. One haid of this retention shall be due for payment to the Sub-Contractor on the First Retention Release Date, which shall be 45 days after the One haid of this retention shall be due for payment to the Sub-Contractor on the First Retention Release Date, which shall be 45 days after the 19.2
- 19.2.1 19.2.2
- Let of the date the Sub-Contract Order and the date the Sub-Contract Order and the date the Sub-Contract Order and the date the Sub-Contract Works are Practically Complete including delivery of all documents referred to under clauses 3.1.8, 5.6, 8.15, 9.1 and 21.2. nd half of the retention shall become due to the Sub-Contractor as part of the Final Payment on the Second Retention Release Date, 19.3
- Which shall be 45 days after the later of: which shall be 45 days after the later of: the date 24 months after the First Retention Release Date; and the date 24 months after the First Retention Release Date; and the date 24 months after the First Retention Release Date; and the date 24 months after the First Retention Release Date; and the date 24 months after the First Retention Release Date; and the date 24 months after the first Retention Release Date; and the date 24 months after the First Retention Release Date; and the first Retention Release Date are rectified. 19.3.1 19.3.2 19.4
- Sub-Contractor: Sub-Contractor: Shall comply (at no cost to Pexhurst) with any Act of Parliament, statutory instrument, regulation and order made thereunder which is or may from time to time come into force relating to the health and safety of its operatives and others engaged on or in connection with the Sub-Contract Works, including but not limited to complying with the Health and Safety at Work etc. Act 1974, and shall produce their company's health and safety policy for examination upon request. The Sub-Contractor shall operate a system of quality management witcher their company is policy for examination upon request. The Sub-Contractor shall operate a system of quality management witcher mets the requirements of ISO 9001:2015 and conforms with the requirements of any quality system included in the Sub-Contract. The Sub-Contractor is required to comply with the requirements of Pexhurst's environmental policy. Drug and Alcohol Policy, the Environmental Management System and the Environmental Management Plan for the site. A copy of these documents is available on site for insection. **20.** 20.1
- 20.2 20.3
- 20.4
- The Sub-Contractor is required to compy with the requirements or Pexnusts environmental poles, Lurg an accord Policy, me Environmental Management System and the Environmental Management Plan for the site. A copy of these documents is a valiable on site for The Sub-Contractor shall at all times comply with the requirements of the Control of Poliution (Amendment) Act 1994, the Spacial Waste Regulations 1996). The Environmental Management Plan for the Kanagement Leonicing Regulations 1994, the Spacial Waste Regulations 1996 (as amended) and any statutory undification to either and any statutory instrument, lurd contract of the Hamiler's licencing Regulations 1994, the Spacial Waste Regulations 1996 (as amended) and any statutory undification to either and any statutory instrument, lurd or order made thereunder and any regulation or bye-karo of any public or local authority or of any statutory authority which has any jurisdiction with regard to the disposal of waste material. The Sub-Contractor shall provide a copy of its haulier's licence, if any, and/or a copy of the values in waterial any company taking waste material of this too healt of the Sub-Contractor. Further the Sub-Contractor shall provide Pachage and page and Disposal of Spacial Waste for all waste in the safe material in addition the Sub-Contractor (at no cost to Pexhurs) shall comply with any requirements issued to him by Pexhurst on matters affecting the safe conduct of work on its sites. Without prejudice to any other rights and remedies Pexhurst may have (whether under, pursuent to arising out of this Sub-Contract, the Sub-Contract (at no cost to Pexhurs) shall comply with any requirements issued to him by Pexhurst shall be entitled to suspend the performance of any or all of the Sub-Contract with sets and the safe statistic of the sub-Contract with sets and and any contage statute or otherwes), if the Sub-Contract with sets in the sub-Contract with satistic take sub-action as it reasonably considers is necessary until such breach of his obligatio 20.5
- 20.6

21. 21.1

- 21.2
- Pexhurst and the Sub-Contractor shall co-operate at no cost to each other and comply with any requirements of the Main Contract with regard to compliance with current the Joint Fire Code and CDM Regulations. VAT & UTR **22.** 22.1
- **23.** 23.
- NI & UTR sums referred to in the Sub-Contract Order are exclusive of VAT. e Sub-Contractor shall supply its VAT registration number to Pexhurst upon request. e Sub-Contractor shall supply its UTR number to Pexhurst upon request.
- CITB
- 23.2 23.3 24. 24.1 e case of labour only sub-contracts, the Sub-Contractor shall be deemed to have allowed and made provision for CITB levy (or any essor of the same) in its rates and prices. Pexhurst may choose to deduct the cost of the CITB levy from the Sub-Contractor.
- **25**. SWMP If Pexhurst is required to implement a SWMP the Sub-Contractor shall comply with the SWMP and provide all reasonable assistance and

- Information to Pexhurst to implement and maintain the SWMP. NUMBERED DOCUMENTS AND OVER-RIDING POWERS OF THIS AGREEMENT The provisions of the Sub-Contract and these Sub-Contract Conditions supersede the terms and conditions of any previous agreement in relation to the Sub-Contract and the the entire agreement between the parties. The Sub-Contractor confirms that in entering into this Sub-Contract to that in the advector of request have any claim, right or renedy whatsoever arising out of such warranty, representation, agreement, statement or undertaking including, without limitation, any claim for rescission or damages in respect of innocent or negligent misrepresentation. Any variation or amendment to these Sub-Contract Conditions shall be of no effect unless agreed in writing by duly authorised representatives of Pexhurst and the Sub-Contract of These Sub-Contract of the date of the Orient or inconsistency with any terms or conditions incorporated in any document issued prior to the date of the Orient on which contract or any inconsistency with any terms or conditions incorporated in any document issued prior to the date of the Orient on which contract or the sub-Contract or the originant mission or the sub-Contract or the originant mission or the sub-Contract or the originant mission or the originant mission or the sub-Contract or 26. 26.1
- 26.2 26.3
- I behunst and the Sub-Contractor hese Sub-Contract Conditions shall prevail in the event of any inconsistency with any terms or conditions incorporated in any document sued prior to the date of the Order to which these Sub-Contract Conditions are attached and incorporated, whether or not such document is umbered and annexed to or otherwise incorporated into the Sub-Contract Order. NON-ASSIGNMENT The Sub-Contractor s 27. 27.1
- (without limitation) the right to payment of any sume under this Sub-Contract. NUISANCE, TRESPASS OR INTERFERENCE The Sub-Contractor shall at all times prevent any public or private nuisance, trespass or other interference with the rights of any statutory undertaker and of any adjoining or neighbouring land owner, tenant or occupier arring out of the carring out of the sub-Contract Works or any part thereot. The Sub-Contractor shall be liable for and shall indemnity Peshurst against any expense, liability, loss, claim or proceedings whatsover and howscever arrising resulting from any such nuisance, trespass or other direference, save only where and to the exent that such nuisance, trespass or interference is a consequence of a Variation or other direction of Pexhurst and which could not have been avoided by the Sub-Contractor using all reasonable and practicable means DAYWORKS NU Vgriation work heat the sub-28. 28.1
- The sub-contractor using an reasonable and practicable means DAWORKS No Variation work shall be valued on a daywork basis unless it has been specifically so ordered in advance in writing to the Sub-Contractor by Pexhurst. No daywork will be permitted unless Pexhurst shall have previously agreed in writing. Where work is agreed to be carried out on a daywork basis payment for such work will be made at the rates agreed and stipulated in Appendix 1 of the Sub-Contract Order and it no such rates and percentages are stated or agreed they shall be determined by Pexhurst. In accordance with its current rates agreed for with other Sub-Contractors for similar works. Dayworks sheet will only be considered for payment when accompanied by a Pexhurst instruction instructing the works and endorsed by the Pexhurst site manager and the operatives must have been signed into the site diary, each dayworks sheet must make reference to the particular instruction sequentian under. Dayworks sheets must be completed by bereating the labor section that descriptions, the hours recorded are to be equantitied and plant dataled, with plant operators / drivers hown separately in the labor section. All Dayworks sheets with the stated attachments must be presented to the site manager for signature not late than the working day following the day when the work was carried out, the site manager will review the dayworks sheets and if he approves them will sign and endorse them as approved. 29. 29.1
- 29.2 29.3
- 29.4
- 29.5
- a approved. No distinction is to be made as to the level or grade of a particular operative, e.g. foreman, ganger, etc. for the purpose of pricing dayworks sheets other than skilled or unskilled operatives. Endorsements of dayworks sheets for record purposes shall not constitute a precedent for the valuation of the works recorded therein. In all 29.6
- as approved. No distinction is to be made as to the level or grade of a particular operative, e.g. foreman, ganger, etc. for the purpose of pricing dayworks sheets other than skilled or unskilled operatives. Endorsements of dayworks sheets for record purposes shall not constitute a precedent for the valuation of the works recorded therein. In all conforsements of dayworks sheets for record purposes shall not constitute a precedent for the valuation of the works recorded therein. In all contorsements of dayworks sheets for record discretion of Penhurst. I have been the state of the contract of the contract works. The Sub-Contractor is responsible on a continuous and daily basis for the removal of waste produced as a result of the carrying out of the Sub-Contract Works. The Sub-Contractor is required and properly dispose of all debrits, rubbish and other waste material arising from the Sub-Contract Works. The Sub-Contractor is all clear away and properly dispose of all debrits, rubbish and other waste material arising from the Sub-Contract Works. The Sub-Contractor is all facted works and sub-Contractor shall leave the Sub-Contract Works and shall properly clean all facted works bu-Contractor shall leave the Sub-Contract Works and such other areas of the Site as may have been made available to it, clean, by and in a workmatilite continion the transcrable assistantion of Penhurst. Works to complete the Sub-Contractor shall leave the Sub-Contract Works and such other areas of the Site as may have been made available to it, clean, by and in a workmatilite continion to the reasonable default in the timescale specified in the notice to the reasonable satisfaction of Penhurst. Penhurst the Sub-Contractor does not remove the default within the timescale specified in the notice to the reasonable satisfaction of Penhurst. Penhurst will be entited without further notice to take whatever actions are necessary to remedy the default on the sub-Contractor behalf and to withhold and/or recover any costs incurred as a result for **30**. 30, 1
- 30.2 30.3
- Satisfaction of Peruiusi, rexisting with the demined without nume none to there without proved as a result into the Sub-Contractor. Sub-Contractor is behalf and to without and or even any cosis houred as a result from the Sub-Contractor. Sub-Contractor with clauses 16.3 and/or 16.5 (as applicable) and without projudice to any other rights and remedies which Peruiust may posses (including but not limited to Peruiust's common law right of series). Peruiust may, in calculating the sums due to any physicase (manda, series) and the sub-Contractor and the sub-Contractor as a sub-Contractor of the sub-Contractor under this Sub-Contractor under or arising out of this Sub-Contract or any other sub-contract to which Pexhurst may have agains the Sub-Contractor under this Sub-Contractor under or arising out of this Sub-Contract or any other sub-contract to which Pexhurst and the Sub-Contractor are a party. Any exercise by Pexhurst of its rights under this clause 31.1 shall be without prejudice to any other rights or remedies available to it under these Sub-Contractor contentions or otherwise. **CMM INFORMATION** COM Information to be provided all relevant O&M and Health and Safety File information relating to their works to Pexhurst or any third party Pexhurst may employ to produce the project O&M and Health and Safety File information. COM Information to be provided in a timely manner and where not specifically agreed, no later than to under the function or information COM Information to be provided in a timely manner and where not specifically agreed, no later than tour weeks prior to the practical completion of the Man Contract. 31. 31.1 31.2
- 32. 32.1
- 32.2 32.3 32.4
- supplied. Practical Completion will not be achieved until all O&M Information has been received and signed off. Paxhust reserve the right to deduct monies from any monies due for the failure to provide necessary information in timely manner BRIBERY ACT 2010
- 32.5 32.6 **33.** 33.1
- 33.2 33.2.1
- 33.2.2 33.2.3
- reactive compretion will not be achieved until all O&M Information has been received and signed off. Perturbative receive the right to deduct monies from any monies due for the failure to provide necessary information in timely manner. **EIREEY ACT 2010** For the purposes of classes 33, the terms "associated persons", "adequate procedures", "bribery" and "bribe" have the meanings ascribed to them by the Bribery Act 2010 and shall be interpreted accordingly. That it and the Affiliates shall comply with and resure that all of their associated persons comply with the Bribery Act 2010 and Pertures that all of their associated persons comply with the Bribery Act 2010 and any guidance issued by the Sacretary of State under section 9 of that Act): that it has detain the Sub-Contract of finone is stated a policy implemented by Perhunst which sets out the procedures Perkerus thas put in place to comply with the Bribery Act 2010 and any guidance issued by the Sacretary of State under section 9 of that Act): that it has adequate procedures by forewort bribery by all such businesses and their associated persons and will keep these under review as appropriate to ensure their continuing adequacy; and that none of its Affiliates' directors, offices, employees or agents shall directly or indirectly offer, promise or give or request, agree to receive or accept a bribe in connection with its appointment by Perkurst or any services that it carries out on briad off Perkurst. The Sub-Contractor warrants that nefter the Sub-Contractor or any of its associated persons have been convicted of, committed and/or permitted any offerce involving bribery, corruption, fraud or distonestly or are under investigation by the police, a regulator or other public authority for sub-Contractor, sub-consultant or sub-sub-contractor or and or breach by any sub-consultant or sub-sub-contractor or final datases the Sub-Contract, sub-consultant or sub-sub-contractor or and or threach the Bribery Act 2010 in relation to this Sub-Contract or sub-consult 33.3
- 33.4
- 33.5 33.6
- 33.7
- 33.8 **34.** 34.1
- Discl OSURE Discl OSURE The Sub-Contractor shall not during the period of its employment under this Sub-Contract or at any time after the expiry or termination of this Sub-Contractor shall not during the period of its employment under this Sub-Contract or at any time after the expiry or termination of this Sub-Contract or the Sub-Contractor's suppliers and sub-contractors and legal or other advisors, tave enforcement or other regulatory bodies) any information not are similarly bound. The Sub-Contractor shall not during the period of its employment under this are presented in the proper course of their durings, the Sub-Contractor's suppliers and sub-contractors and legal or other advisors, tave enforcement or other regulatory bodies) any information not are similarly bound. The Sub-Contractor shall not without the prior written approval of Pexhurst take or permit to be taken any photographs of the Sub-Contract Works or the Main Contract Works for use an any publicity or advertising or publish alone or in conjunction with any other person, any araites, sub-Contract Works or the Main Contract Works for use and publication journal or newspaper or any radio or television programme or internet ste in relation to the Sub-Contract Works or the Main Contract Works or any path tereof. 34.2
- **35.** 35.1 35.2 35.3
- 35.4
- SOCIAL MEDIA The Sub-Contractor shall not post any text or images that are of any Pexhurst project whether it be live or historic, whether it be in direct reference to, or by reference indirectly, without prior written agreement by a Pexhurst Director. The Sub-Contractor shall not post any text or images that refer to Pexhurst personnel without prior written agreement, bo long as the post is not deemed derogatory towards Perkurst and Pexhurst Semptiones without any prior written agreement, so long as the post is not deemed derogatory towards Perkurst and Pexhurst consider this to be a volation of clauses 35.1 and / or Should the Sub-Contractor consider and unauthorised post to be derogatory and deemed to risk Perkurst and product in a constraint semptiones Should the Sub-Contraction consider and numbries do post to be derogatory and deemed to risk Perkurst and and and the should risk Perkurst and and the should risk Perkurst and the should be advertist semptiones reputations or their mental health, Pexhurst may seek compensation of any potential loss of earnings, or emotional distress as a result of the post. 35.5

MODERN SLAVERY LEGISLATION **36.** 36.1

36.1.1

- 36.1.2
- 36.1.3
- 36.1.4 36.1.5
- The Sub-Contractor undertakes and warrants that: The Sub-Contractor undertakes and warrants that: The Sub-Contractor undertakes and warrants that: The Sub-Contractor undertakes used warrants that: The Sub-Contractor under the Contract took place in the United Kingdom: The Sub-Contractor under the Contract took place in the United Kingdom: The Sub-Contractors and place too the Contractor used warrants that used topic resist to an offence under the Modern Slavery Legislation: The Modern Slavery Legislation and implement: The Sub-Contractors and provisions similar to those contained in clauses 53.1 and 38.2 in any contract it may enter into with sub-consultants and/or Sub-Sub-Contractors and provisions similar to those contained in clauses 53.1 and 38.2 in any contract it may enter into with sub-consultants and will provide any information reasonably requested by Pexhurst, it will confirm in writing that it has compliance with the Modern Slavery Legislation: In the event of breach of clauses 35.1.1, 36.1.2 or 35.1.3 by the Sub-Contractor and/or breach by any sub-consultant or sub-subcontractor of equivalent clauses serviced undertakes to Pexhurst, it will confirm in writing that it has compliance with sub-contractor of equivalent clauses 83.6 and 38.7 shall apply. The parties greates the Pexhurst may at its sold contract, or on the provisions of clauses 36.4 and 36.4 if most the sub-Contractor's complance. The event of breach of clauses 36.4 and 36.4 if most the Sub-Contract or any other contract (whether or not Pexhurst is a party to that contract) 36.2
- 36.3 36.3.1
- 3632

- subcontractors and/or suppliers. The Sub-Contractor shall indemnity Pexhurst against any losses, liabilities, damages, costs (including but not limited to legal fees) and exponses incurred by, or avarded against, Pexhurst as a result of: any breach of provisions equivalent to clauses 83 to 763.5 in any contract with a sub-consultant or sub-subcontractor; any ary to each of provisions equivalent to clauses 83 to 763.5 in any contract with a sub-consultant or sub-subcontractor; any act or omission by a sub-consultant or sub-subcontractor which would have amounted to a breach of the relevant sub-subcontract had the Sub-Contractor complied with its undertaking set out in clause 36.1.4. GENERAL 36.4
- 36.4.1 36.4.2 36.4.3
- **37.** 37.1
- GENERAL Nothing in these Sub-Contract Conditions shall confer any right on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. These Sub-Contract Conditions shall be governed by and construed in accordance with the law of England. Where these Sub-Contract Conditions who not specifically state the manner of giving or service of any notice or other document under these Sub-Contract Conditions such notice or other document may be given or served by any effective means to any agreed address. If no address has been agreed, then if given or served by being addressed and sent by the paid post to the addresses that hown principal business has been agreed, then if given or served by being addressed and sent by the paid post to the addresses is a body corporate to the body registered or principal office, it shall be treated as having been effectively of years or served. 37.2 37.3
- 37.4
- 37.5 37.6
- 37.7 37.8
- 38.
- 38.1
- 38.2
- 38.2.1 38.2.2
- 38.2.3 38.2.4
- 38.2.5 38.2.6 38.3
- 38.3.1
- 38.3.2
- 38.3.3
- understand and carry out their duties under the Building Safety Act 2022. The provide tail botantices to during that the Sub-Contractor is insolvent, Pexhurst may at any time by notice to the Sub-Contractor terminate the Sub-Contractor's employment under the Sub-Contractor stand and standing to any matter relating to insolvent, Including: making any composition or arrangement with his creditors: The Sub-Contractor shall immediately notify Pexhurst II it makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any subrece, including: making any composition or arrangement with his creditors: has a winding up order made of (except for the punces ed annalgemation or reconstruction) a resolution for voluntary winding up passed; has a provisional liquidator, receiver or manager of his business or undertaking duly appointed. In provisional liquidator, receiver or manager of his business or undertaking duly appointed. In provision any other matter defined as insolvent under the Act. Without prejudice to any other rights or remedies which Pexhurst may possess, if the Sub-Contract or defaults in any one or more of the following respects: In the list to proceed diligently with the design and/or construction of the Sub-Contract Works to the satisfaction of Pexhurst prejudice the completion of the whole or any part of the Sub-Contract Works by the satisfaction of Pexhurst and/or proceeds in succh amanner as would in the reasonable opinion of Pexhurst prejudice the completion of the whole or any part of the Sub-Contract Works by the sate approxement of the satisfaction of post-supplice to any part of the Sub-Contract Works by the date or dates specified or by such extended date or dates as may be allowed by Pexhurst, or he fails to complex and deliver up the whole or any part of the Sub-Contract Works by the date or dates specified or by such extended date or dates as may be avritten notice from Pexhurst requiring him to remove and immediately replace a 38.3.4 38.3.5
- 38.3.6
- to reach of its congliance induct classes 36.1.1, 36.1.2 or 36.1.3,then Pexhurst may give notice in writing to the Sub-Contractor specifying the default or defaults (Notice of Default). If, following records the sub-Contractor of the foregoing provisions of clause 38.3, the Sub-Contractor continues or fails to rectify a specified default for 7 days or for such other time as is reasonably set out in the notice then the yriten notice Perharst may immediately terminate the employment of the Sub-Contractor and uncertained and the uncertaint are point and the sub-Contractor continues or fails to rectify a specified default for 7 days or for such other time as is reasonably set out in the notice then the yriten notice Perharst may immediately terminate the employment of the Sub-Contractor and such employment shall terminate upon the date 38.4
- 38.5
- 38.6 38.7
- writen notice Pedrust may immediately ferminate the employment of the Sub-Contractor and such employment shall terminate upon the date d the notice. In circumstances where the Sub-Contractor is in default in the respects identified in clause 38.3 Pedrust may forthwith upon written notice to the Sub-Contractor, take part only of the Sub-Contract Works out of the hands of the Sub-Contractor and may by himself, his servants or agents complete and maintain such part, and in such event, Pedrust may recover his reasonable costs of doing so from the Sub-Contractor. In the event of the employment of the Sub-Contractor bab bo-Contractor. In the event of the employment of the Sub-Contractor has prepared prior to the terminated, the Sub-Contract, and the sub-Contractor shall immediately and without delay supply in paper and details that the Sub-Contractor has prepared prior to the termination of the Sub-Contract, and the sub-Contractor shall promptly, salely and in a seasin-complete set of such drawings, calculations and details that the Sub-Contractor has prepared prior to the termination of the Sub-Contract, shall export of the Sub-Contractor shall promptly, salely and in a seasin-Contractor shall immediately and without delay supply in paper and details that the Sub-Contractor has prepared prior to the termination of the Sub-Contract, shall promptly, salely and in a seasinability may be the sub-Contract and the sub-Contractor shall incomptly salely and in a seasinability and the Sub-Contract and the sub-Contract for shall the sub-Contract and the sub-Contract works and the sub-Contract and prevent shall not be bound to make any turther payment to the Sub-Contract and the Sub-Contractor shall allow or poys to previous the amount of any directions and any other loss of damage whether direct or indirect which may be subfered by Pexhurst challed prevents with the Sub-Contractor shall allow or pay to Pexhurst the amount of any direct as a result of any therach by the Sub-Contract of the termination ander thes Sub-Contract 38.7.1 Contractor. ADJUDICATION

- 39.1 39.1.1 39.1.2 39.1.3
- In the event that either party refers a dispute arising under the Sub-Contract to adjudication then; the adjudicator shall be nominated by the Royal Institution of Chartered Surveyors. the respondent shall be allowed 14 days to reply to the referral. The adjudication in all other respects shall be conducted in accordance with, and the adjudicator's powers shall be in accordance with, the statutory Scheme for Construction Contracts (England and Wales) Regulations 1998 or as may be amended or reissued from time to time. SETTLEMENT OF DISPUTES
- **40.** 40.1 Subject to clause 39 any dispute or difference arising under this Sub-Contract, either during the progress of the works, after completion or abandonment of the works or after termination of the employment of the Sub-Contractor, shall be determined by legal proceedings.