

Contents

	Conditions	<i>Page 1</i>	Section 3 Control of the Sub-Contract Works	<i>15</i>
Section 1	Definitions and Interpretation	<i>1</i>	Assignment and Sub-Contracting	
1.1	Definitions		3.1 Non-Assignment	
	Interpretation		3.2 Consent to sub-contracting	
			3.3 Conditions of sub-contracting	
1.2	Reference to clauses etc.		Contractor's Directions	
1.3	Sub-Contract to be read as a whole		3.4 Power to issue directions	
1.4	Headings, references to persons, legislation etc.		3.5 Compliance with directions	
1.5	Reckoning periods of days		3.6 Non-compliance with directions	
1.6	Contracts (Rights of Third Parties) Act 1999		3.7 Person-in-charge	
1.7	Notices and other communications		3.8 Access for Contractor and Architect/Contract Administrator	
1.8	Effect of Final Payment Notice			
1.9	Consents and approvals		Opening Up and Remedial Measures	
1.10	Applicable law		3.9 Inspection – tests	
Section 2	Carrying out the Sub-Contract Works	<i>9</i>	3.10 Work not in accordance with the Sub-Contract	
	Sub-Contractor's Obligations		3.11 Directions as to removal of work etc.	
2.1	General obligations		3.12 Indemnity by Sub-Contractor	
2.2	Time of commencement and completion		3.13 Effect of non-compliant work by others	
2.3	Materials, goods and workmanship		Attendance and Site Conduct	
2.4	Compliance with the Main Contract and indemnity		3.14 Attendance	
	Supply of Documents, Setting Out etc.		3.15 Temporary buildings	
			3.16 Site clearance	
2.5	Construction information and directions		Health and Safety and CDM Requirements	
2.6	Time of supply		3.17 Health and Safety	
	Errors, Inconsistencies and Divergences		3.18 CDM Regulations	
2.7	Bills of Quantities		Suspension of Main Contract by Contractor	
2.8	Directions on errors, omissions and inconsistencies		3.19 Notification by Contractor	
2.9	Directions – addition to Final Sub-Contract Sum		3.20 Directions following suspension	
2.10	Divergences from Statutory Requirements		Other Provisions	
2.11	Unfixed Materials and Goods		3.21 Strikes	
	Adjustment of Period for Completion		3.22 Benefits under the Main Contract	
			3.23 Certificates under the Main Contract	
2.12	Notice of delay – extensions		Section 4 Payment	<i>21</i>
2.13	Relevant Sub-Contract Events		Sub-Contract Sum and Sub-Contract Tender Sum	
	Practical Completion and Lateness		4.1 Adjustment Basis	
2.14	Date of practical completion		4.2 Remeasurement Basis	
2.15	Failure of Sub-Contractor to complete on time		4.3 Taking adjustments into account	
	Defects		Taxes	
2.16	Sub-Contractor's liability		4.4 VAT	
2.17	Deductions under the Main Contract Conditions		4.5 Construction Industry Scheme (CIS)	
2.18	Collateral Warranties – particulars and notices			

	Payments and Notices – general provisions				Joint Fire Code – compliance	
4.6	Interim payments – due dates, applications and sums due			6.10	Application of clauses	
4.7	Interim payments – calculation of sums due			6.11	Compliance with Joint Fire Code	
4.8	Listed Items			6.12	Breach of Joint Fire Code – Remedial Measures	
4.9	Interim and final payments – final date, notices and amount			6.13	Joint Fire Code – amendments/revisions	
4.10	Sub-Contractor’s right of suspension					
	Loss and Expense			Section 7 Termination		37
4.11	Matters affecting regular progress			General		
4.12	Notification and ascertainment			7.1	Meaning of insolvency	
4.13	Relevant Sub-Contract Matters			7.2	Notices under section 7	
4.14	Contractor’s reimbursement			7.3	Other rights, reinstatement	
4.15	Reservation of rights and remedies of Contractor and Sub-Contractor					
	Final Adjustment and Final Payment				Termination by Contractor	
4.16	Final Sub-Contract Sum – Adjustment Basis			7.4	Default by Sub-Contractor	
4.17	Final Sub-Contract Sum – Remeasurement Basis			7.5	Insolvency of Sub-Contractor	
4.18	Calculation of Final Sub-Contract Sum			7.6	Corruption	
4.19	Final payment			7.7	Consequences of termination under clauses 7.4 to 7.6	
					Termination by Sub-Contractor etc.	
Section 5	Valuation of Work and Variations	28		7.8	Default by Contractor	
	General			7.9	Termination under the Main Contract	
5.1	Definition of Variations			7.10	Insolvency of Contractor	
5.2	Valuation of Work			7.11	Consequences of termination under clauses 7.8 to 7.10	
	The Valuation Rules			Section 8 Settlement of Disputes		42
5.3	Measurable Work – Adjustment Basis			8.1	Mediation	
5.4	Measurable Work – Remeasurement Basis			8.2	Adjudication	
5.5	General rules				Arbitration	
5.6	Daywork			8.3	Conduct of arbitration	
5.7	Change of conditions for other work			8.4	Notice of reference to arbitration	
5.8	Additional provisions			8.5	Powers of Arbitrator	
Section 6	Injury, Damage and Insurance	32		8.6	Effect of award	
6.1	Definitions			8.7	Appeal – questions of law	
	Injury to Persons and Property			8.8	Arbitration Act 1996	
6.2	Liability of Sub-Contractor – personal injury or death				Schedules	
6.3	Liability of Sub-Contractor – injury or damage to property			Schedule 1 Form of Bond		44
6.4	Injury or damage to property – Main Contract Works and Site Materials excluded			Schedule 2 Fluctuations – Contribution, levy and tax fluctuations		48
6.5	Insurance against personal injury and property damage			Schedule 3 Supplemental Provisions		52
	Insurance – Loss or Damage to Work and Site Materials					
6.6	Specified Perils cover under the Works Insurance Policy					
6.7	Sub-Contractor’s responsibility – damage to the Sub-Contract Works etc.					
6.8	Terrorism Cover – non-availability – Employer’s options					
6.9	Damage to Sub-Contractor’s plant, etc.					