## **Contents**

	Conditions	1
Section 1	Definitions and Interpretation	1
	Definitions	
1.1	Definitions	
	Interpretation	
1.2	Reference to clauses etc.	
1.3	Sub-Contract to be read as a whole	
1.4	Headings, references to persons, legislation etc.	
1.5	Reckoning periods of days	
1.6	Contracts (Rights of Third Parties) Act 1999	
1.7	Notices and other communications	
1.8		
	Effect of Final Payment Notice	
1.9 1.10	Consents and approvals	
1.10	Applicable law	
Section 2	Carrying out the Sub-Contract Works	9
	Sub-Contractor's Obligations	
2.1	General obligations	
2.2	Time of commencement and completion	
2.3	Materials, goods and workmanship	
2.4	Compliance with the Main Contract and indemnity	
	Supply of Documents, Setting Out etc.	
2.5	Construction information and directions	
2.6	Time of supply	
	Errors, Inconsistencies and Divergences	
2.7	Bills of Quantities	
2.8	Directions on errors, omissions and inconsistencies	
2.9	Directions – additions to Final Sub-Contract Sum, exceptions	
2.10	Divergences from Statutory Requirements	
	Unfixed Materials and Goods	
2.11	Unfixed Materials and Goods	
	Adjustment of Period for Completion	
2.12	Notice of delay – extensions	
2.13	Relevant Sub-Contract Events	
	Practical Completion and Lateness	
2.14	Date of practical completion	
2.15	Failure of Sub-Contractor to complete on time	
	Defeate	
0.40	Defects Sub-Contractants linkility	
2.16 2.17	Sub-Contractor's liability Deductions under the Main Contract Conditions	
2.17	Deductions under the Main Contract Conditions	
	Sub-Contractor's Design Documents	
2.18	As-built Drawings	
2.19	Copyright and use	
Section 3	Control of the Sub-Contract Works	17
	Assignment and Sub-Contracting	
3.1	Non-Assignment	
3.2	Consent to sub-contracting	
3.3	Conditions of sub-contracting	

3.4 3.5 3.6 3.7 3.8	Contractor's Directions Power to issue directions Compliance with directions Non-compliance with directions Person-in-charge Access for Contractor and Architect/Contract Administrator	
3.9 3.10 3.11 3.12 3.13	Opening Up and Remedial Measures Inspection – tests Work not in accordance with the Sub-Contract Directions as to removal of work etc. Indemnity by Sub-Contractor Effect of non-compliant work by others	
3.14 3.15 3.16	Attendance and Site Matters Attendance Temporary buildings Site clearance	
3.17 3.18	Health and Safety, CDM Regulations and Part 2A of the Building Regulations Health and Safety CDM Regulations and Part 2A of the Building Regulations	
3.19 3.20	Suspension of Main Contract by Contractor Notification by Contractor Directions following suspension	
3.21 3.22 3.23	Other Provisions Strikes Benefits under the Main Contract Certificates under the Main Contract	
Section 4	Payment	23
4.1 4.2 4.3	Sub-Contract Sum and Sub-Contract Tender Sum Adjustment Basis Remeasurement Basis Taking adjustments into account	
4.4 4.5	Taxes VAT Construction Industry Scheme (CIS)	
4.6 4.7 4.8 4.9 4.10	Payments and Notices – general provisions Interim payments – due dates, applications and sums due Interim payments – calculation of sums due Listed Items Interim and final payments – final date, notices and amount Sub-Contractor's right of suspension	
4.11 4.12 4.13 4.14 4.15	Loss and Expense Matters affecting regular progress Notification and ascertainment Relevant Sub-Contract Matters Contractor's reimbursement Reservation of rights and remedies of Contractor and Sub-Contractor	
4.16 4.17 4.18 4.19	Final Adjustment and Final Payment Final Sub-Contract Sum – Adjustment Basis Final Sub-Contract Sum – Remeasurement Basis Calculation of Final Sub-Contract Sum Final payment	
Section 5	Valuation of Work and Variations	31
5.1 5.2	General Definition of Variations Valuation of Work	

Page ii ICSub/NAM/C 2024

5.3 5.4 5.5 5.6 5.7 5.8	The Valuation Rules  Measurable Work – Adjustment Basis  Measurable Work – Remeasurement Basis  General rules  Daywork  Change of conditions for other work  Additional provisions	
Section 6	Injury, Damage and Insurance	35
6.1	<b>Definitions</b> Definitions	
6.2 6.3 6.4 6.5	Injury to Persons and Property Liability of Sub-Contractor – personal injury or death Liability of Sub-Contractor – injury or damage to property Injury or damage to property – Main Contract Works and other exclusions Insurance against personal injury and property damage	
6.6 6.7 6.8 6.9	Insurance – Loss or Damage to Work and Site Materials Specified Perils cover under the Works Insurance Policy etc. Sub-Contractor's responsibility – damage to the Sub-Contract Works etc. Terrorism Cover – non-availability – Employer's options Damage to Sub-Contractor's plant, etc.	
6.10 6.11 6.12 6.13	Joint Fire Code – compliance Application of clauses Compliance with Joint Fire Code Breach of Joint Fire Code – Remedial Measures Joint Fire Code – amendments/revisions	
Section 7	Termination	40
7.1 7.2 7.3	General Meaning of insolvency Notices under section 7 Other rights, reinstatement	
7.4 7.5 7.6 7.7	Termination by Contractor Default by Sub-Contractor Insolvency of Sub-Contractor Corruption Consequences of termination under clauses 7.4 to 7.6	
7.8 7.9 7.10 7.11	Termination by Sub-Contractor etc. Default by Contractor Termination under the Main Contract Insolvency of Contractor Consequences of termination under clauses 7.8 to 7.10	
7.12	Termination Payment – final date, notices and amount Termination Payment – final date, notices and amount	
Section 8	Settlement of Disputes	47
8.1	Notification and negotiation of disputes  Notification and negotiation of disputes	
8.2	<b>Mediation</b> Mediation	
8.3	Adjudication Adjudication	
8.4 8.5 8.6	Arbitration Conduct of arbitration Notice of reference to arbitration Powers of Arbitrator	

		Schedules	49
(	Schedule 1	Form of Bond	49
5	Schedule 2	Supplemental Provisions	53

Effect of award Appeal – questions of law Arbitration Act 1996

8.7 8.8 8.9