

CONDITIONS OF SUB-CONTRACT

- 1. Sub-Contractors General Obligations**
 - 1.1 The Sub-Contractor shall carry out and complete the Sub-Contract Works and any variations or additions thereto to the satisfaction of the Company and in compliance with the terms and conditions of the Main Contract and in accordance with the plans and specifications and the Health & Safety Plan on site using materials and workmanship of the quality and standards therein specified and in conformity with all instruction, directions and requirements of the Company.
 - 1.2 The Sub-Contractor shall be deemed to have knowledge of the terms and conditions of the Main Contract (except the detailed prices) and undertakes to observe, perform and comply with all the provisions of the Main Contract on the part of the Company to be observed, performed and complied with so far as they relate and apply to the Sub-Contract (or any portion of the same) and are not expressly varied hereunder and the Sub-Contractor acknowledges that any breach by him of this Sub-Contract may result in the Company committing breaches of and becoming liable in damages under the Main Contract and all such damages are hereby agreed to be included as being within the contemplation of the parties. The main Contract (except as aforesaid) is available for inspection by the Sub-Contractor.
 - 1.3 Without prejudice to any other remedies the Company may have, the Sub-Contractor shall indemnify the Company against all claims, liabilities, demands proceedings, damages, costs and expenses made against or incurred by the Company in relation to any negligence or breach of duty by the Sub-Contractor or any breach of or failure by him to carry out his obligations under the Sub-Contract.
 - 1.4 The Sub-Contractor shall, if not already provided, provide to the Company within seven days of tender acceptance by the Company or within seven days of any request to provide the same by the Company, the following:
 - 1.4.1 a Parent Company Guarantee and/or Performance Bond
 - 1.4.2 such other warranties as may be required under the Main Contract. It is a condition precedent to any of the obligations of the Company under the sub-contract that the Sub-Contractor shall have duly executed as a Deed and have delivered to the Company such documents. No commencement by the Sub-Contractor of the Sub-Contract Works shall constitute any waiver by the Company of this condition.
- 2. Design Obligations**
 - 2.1 Where the Sub-Contractor designs any part of the Sub-Contract works (including all associated or related works whether permanent or temporary in nature) the Sub-Contractor warrants to the Company that he shall exercise all proper skill and care to be expected of an expertly qualified and competent specialist contractor experienced in carrying out work of a similar scope, nature and size to the Sub-Contract Works in:-
 - 2.1.1 the design of the Sub-Contract Works and
 - 2.1.2 the selection of kinds and standards of materials and goods for incorporation into the Sub-Contract works and
 - 2.1.3 the co-ordination and integration of the Sub-Contracts design with the remainder of the Works and design by others
- 2.2** The Sub-Contractor further warrants to the Company that the Sub-Contract Works shall satisfy any performance specification or other requirements included or referred to in the Sub-Contract and/or main Contract which relate to the Sub-Contract Works and shall comply with any statutory requirements which are applicable to the Sub-Contractor Works.
- 2.3** The Sub-Contractor shall comply with any requirement in the Main Contract in relation to the submission of any documents and drawings relating to the Sub-Contract Works and shall revise and return any documents and drawings as may be required in accordance with the terms of the Main Contract. No approval or revision of any documents or drawing shall relieve the Sub-Contractor of his obligations and the warranties given under this Sub-Contract.
- 2.4** If required the Sub-Contractor shall supply the Contractor with such drawings, negatives and information showing or describing the Sub-Contract Works as built and concerning the maintenance operation and management of the Sub-Contract Works as may be required under the Main Contract or by operation of the CDM regulations
- 3. Instructions and Variations**
 - 3.1 All instructions issued by the Company to the Sub-Contractor in respect of the Sub-Contract Works, shall be of no effect unless issued or confirmed in writing by the Company. The Sub-Contractor shall comply with all such instruction forthwith. If after issue of a written notice by the Company requiring compliance with an instruction the Sub-Contractor does not so comply within the period specified within the notice (or if no period is specified within five days) then the Company may employ and pay other persons to execute any work which may be necessary to give effect to such instruction. All costs and expenses incurred by the Company in connection such employment (including management charges) shall be recoverable from the Sub-Contractor as a debt.
 - 3.2 The Company may by written instruction to the Sub-Contractor, alter or modify the design, quantity or quality of or the conditions under which the Sub-Contract works shall be executed and such alteration or modifications shall not vitiate the Sub-Contract. In the event that such alteration or modification constitutes a variation or change under the terms of the Main Contract then unless the same is due to the Sub-Contractors negligence omission or default, such variation or change shall be valued and paid for by the Company at the prices contained in the Sub-Contractors tender or where the varied work differs from that originally tendered for at prices or charges analogous thereto.
 - 3.3 The Sub-Contractor may not claim payment for daywork and the Company shall not be obliged to pay for the same unless it constitutes daywork under the Main Contract whereupon the Sub-Contractor shall give to the Company reasonable prior written notice of any work pursuant to any variation or change as referred to in Clause 3.2 above for which he intends to apply for payment on a daywork basis and shall deliver to the Company by the Wednesday following the end of each week during which such work has been carried out) daywork sheets in the form required by the Company giving full details of labour, materials and plant.
- 4. Commencement and Completion**
 - 4.1 The Sub-Contractor shall commence the Sub-Contract works within the period set out in the tender documents or tender acceptance from the Company upon receipt of

- the Companys notice to do so and shall regularly and diligently carry out the Sub-Contract works (including the production of and the obtaining of all necessary approvals of any drawings, details or calculations for which he is responsible) at such times and such periods as will suit the progress of the works and as may be directed by the Company and shall complete the same within the Construction Period(s) as may be amended in accordance with Clause 4.2.
- 4.2 Upon it becoming reasonably apparent that the Sub-Contract works or any part thereof have been or are likely to be delayed, the Sub-Contractor shall notify the Company in writing forthwith specifying the extent of the delay and sustaining the cause(s) and shall comply with the requirements of the Main Contract in relation to the giving of notices and any details required in relation to the same. If for such cause(s) the Company is granted an extension of time under the Main Contract or it is a cause within the control of the Company then unless the delay was caused by omission, negligence or default of the Sub-Contractor, the Company shall by written notice to the Sub-Contractor extend, if necessary, the Construction Period(s).
5. **Vesting of Property and Risk in the Sub-Contract**
- 5.1.1 All equipment materials and goods not for incorporation in the Sub-Contract works brought on to the site by the Sub-Contractor shall be at the sole risk of the Sub-Contractor. All equipment, materials and goods properly brought to the Site for incorporation in the Sub-Contract works shall become the property of and vest in the Company but the Sub-Contractor shall be solely responsible for any damage to them and shall remain liable for their safe keeping. The Sub-Contractor shall ensure that such equipment, materials and goods shall not be removed from the Site unless the Company so instructs or permits.
- 5.2 Risk in the Sub-Contract works and each part thereof shall remain with the Sub-Contractor until completion of the Sub-Contract works or the Company shall specifically agree in writing to the contrary. The Sub-Contractor shall protect the Sub-Contract works and each part thereof and all or any part or parts of the Main Contract works which may in any way be affected by the carrying out of the Sub-Contract works or otherwise until completion of the Sub-Contract works as may be directed by the Company without addition to the Sub-Contract Sum.
6. **Indemnity and Insurance**
- 6.1 The Sub-Contractor shall be liable for and shall indemnify the Company against the matters which the Company undertakes to indemnify the employer under the Main Contract in so far as such matters relate to the Sub-Contract works. Without prejudice to the obligation to so indemnify the Sub-Contractor shall take out and maintain the necessary insurance against Employers Liability for not less than the sum set out in the appendix. The Sub-Contractor shall produce documentary evidence to the Company if such insurance ceases to be available so that the parties can discuss the best means of protecting their respective interests.
- 6.2 If required, the Sub-Contractor shall take out or maintain professional indemnity insurance for the amount and for the period set out in the Appendix in respect of any negligence by the Sub-Contractor in the design of any works, goods and/or materials provided that the same is available at commercially reasonable rates. The Sub-Contractor shall inform the Company if such insurance ceases to be available so that the parties can discuss best means of protecting their respective interests.
- 6.3 If the subcontract shall fail to take out or maintain the insurances required in Clause 6.1 and 6.2 then the
- Company may, without prejudice to any other rights or remedies it possesses, take out or maintain the insurance and the costs thereof including any premiums payable shall be recoverable from the Sub-Contractor as a debt.
- 6.4 The Company shall take and maintain or procure that the Employer takes out and maintains the insurance of the works in accordance with the Main Contract and shall procure that either the Sub-Contractor is recognised as a joint name insured or that the insurers waive any rights of subrogation against the Sub-Contractor. The cover afforded to the Sub-Contractor in relation to the Sub-Contract works will be limited to those perils as set the Main Contract and observe and comply with the conditions contained in the Companys insurance policy relating to the works and shall (if required) pay the excesses due if any claim arises due to the negligence, on or default of the Sub-Contractor.
7. **Provision of Facilities**
- 7.1 The Sub-Contractor shall provide everything necessary for the proper execution and completion of the Sub-Contract works, except where expressly excluded, but shall have the use of water power and temporary lighting. The Company reserves the right to supply electricity at 110 volts. All facilities supplied by the Company shall be used under the express condition that no warranty or liability on the part of the Company or any other Sub-Contractors shall be implied or created with regard to the fitness, condition or suitability of such facilities.
8. **Payment**
- 8.1 The Sub-Contractor shall make application for payment monthly, unless specified otherwise in the Appendix, for work properly executed in accordance with the Sub-Contract and for any infixed equipment, materials and goods properly stored on the Site for incorporation in the works accompanied by such documents as the Contractor may require. The Company shall value the Sub-Contract work included in each application by the Sub-Contractor and shall submit such valuation to the Employer with the Companys next application under the Main Contract.
- 8.2 Within 14 days of receipt of a certificate under the Main Contract or other relevant notification of sums due to the Company under the Main Contract ('The Notice Period') where such certificate or notification includes an amount in respect of the Sub-Contractors application, the Company shall give written notice to the Sub-Contractor setting out the sum which will become due to it in respect of that application and the basis upon which the sum has been calculated by the Company (net of retention and discount if any). The sum so notified will become due to the Sub-Contractor on the day following the expiry of the Notice Period.
- 8.3 The final date for payment of any sum which becomes due to the Sub-Contractor shall be 17 days after the sum becomes due pursuant to Clause 8.2.
- 8.4 The Company shall be entitled to set off against any sums (including the Retention) otherwise due to the Sub-Contractor under this Sub-Contract the amount of any damages, cost, losses and expenses which have been incurred by the Company and/or the Employer or which the Company bona fide estimates are likely to be incurred by reason of any breach of or any failure to observe the provisions of this Sub-Contract by the Sub-Contractor from any sums otherwise due or becoming due to the Sub-Contractor from the Company under this Sub-Contract provided that not later than three days before the final date for payment pursuant to Clause 8.3 the Company has given written notice to the Sub-Contractor specifying any amount proposed to be withheld and/or deducted from the sum due in accordance with Clause 8.2 and setting out the ground

- or grounds for such withholding and/or deduction and the amount attributable to each ground.
- 8.5 In the event that the Employer under the Main Contract is or becomes insolvent as defined in Section 113(2) of Part II of the Housing Grants Construction and Regeneration Act 1996 the Company shall not be obliged to make payment to the Sub-Contractor unless payment of sums referable to the Sub-Contract work is received by the Company under the Main Contract.
- 8.6 Within 14 days of receipt of a certificate or other relevant notification under the Main Contract which includes a sum in respect of the retention of any part thereof this Agreement ("The Retention Notice Period") the Company shall give written notice to the Sub-Contractor specifying the amount of retention then due to it and the basis on which that amount has been calculated. The said sum shall become due to the Sub-Contractor on the day following the expiry of the Retention Notice Period and the final date for payment of that sum shall be 30 days after it becomes due subject to Clause 8.4
- 8.7 Subject to Clause 8.4 where the Company fails to pay a sum otherwise due to the Sub-Contractor under this Agreement by the final date for payment of that sum to the Sub-Contractor provided that the Sub-Contractor gives the Company written notice of its intention to suspend performance of its obligations under the Agreement and if such failure to pay continues for at least 7 days after the giving of such notice, then at anytime thereafter but provided the failure is still continuing the Sub-Contractor may suspend performance of the obligations under the Sub-Contract.
- 8.8 Reference in the Sub-Contract to amounts payable by the Company to the Sub-Contractor shall be construed as references to such amounts exclusive of any value added tax thereon, and in addition to such amounts, the Company shall pay to the Sub-Contractor the amount of any value added tax properly chargeable by the Commissioners of Customs and Excise on the Sub-Contractor by reference to such amounts upon receipt of tax invoice addressed to the Company in accordance with Regulation 12 of the Value Added Tax (General) Regulations 1986 or any amendment or re-enactment thereof.
- 8.9 The Statutory Tax Deduction Scheme shall be applied for payments due in accordance with Finance (No2) Act 1975 and any subsequent revisions thereof.
- 8.10 Unless otherwise stated in the Appendix the Sub-Contract price is fixed for the duration of the works. Whether or not the price for the Sub-Contract works is subjected to adjustment for fluctuations of the cost of labour and materials the Sub-Contractor shall immediately upon receipt of a request from the Company produce whatever documents are required by the Contractor to enable the Company to comply with any conditions in the Main Contract concerning the substantiation of such fluctuations.
- 8.11 For the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 the interest rate applicable to this contract shall be 5%.
- 9. Supervision**
- 9.1 At all times during the carrying out of the Sub-Contract the Sub-Contractor shall provide all necessary supervision to ensure the proper execution of the Sub-Contract works and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Sub-Contractor
- 10. Access and Use of Site and Work of others**
- 10.1 The Sub-Contractor shall have access to such part of parts of the Site as the Company may direct. The Sub-Contractor acknowledges that such access shall be in common with other subcontractors and suppliers and the Sub-Contractor shall not impede such other Sub-Contractor and suppliers in the execution of their work on site.
- 10.2 The Sub-Contractor shall satisfy himself before commencing the Sub-Contract works as to the work previously carried out by others which may adversely affect his Sub-Contract works and shall immediately notify the Company in writing of any difficulties with the same.
- 10.3 The Company shall at all times have access to the Sub-Contract works and to any workshop or other place where any equipment, materials or goods are being prepared for incorporation in the Sub-Contract works.
- 11. Statutory Obligations**
- 11.1 The Sub-Contractor shall comply with all statutory instruments, regulations, rules, codes of practice, byelaws, or other laws or conditions including any European Community Law, or regulations, directives or decisions issued by the Council or the Commission which affect or relate to the Sub-Contract works and shall provide the Company with such evidence of compliance or such information in connection therewith as the Company may reasonably require.
- 11.2 Without prejudice to his obligations under Clause 11.1 the Sub-Contractor shall ensure that the Sub-Contractor works are carried out in compliance with the Health & Safety at Work etc. Act 1974 and all or any other Acts of Parliament, Codes of Practice, rules order or regulations in connection with health, safety and welfare matters including any substitution or amendment thereof and shall observe and comply with policy affecting the safe execution of the works laid down by the Company's Site Safety Plan and procedures.
- 11.3 The Sub-Contractor shall, prior to commencement of the Sub-Contract works and at any time thereafter upon request, submit to the Company a written general safety policy and specific method statements method for the Sub-Contract works in relation to health, safety and welfare, including the appointment of a suitable person responsible for the safe execution of the Sub-Contract works.
- 11.4 Notwithstanding the generality of the foregoing the Sub-Contractor shall:
- 11.3.1 provide the Company with any information which the Contractor considers is or may be necessary to ensure that the Health & Safety Plan continues to comply with Regulation 15(4) of the CDM Regulations.
- 11.3.2 Comply, at no extra cost to the Employer or Company within 3 working days, with all reasonable requirements of the Company to the extent that such requirements are necessary for compliance with the CDM Regulations. Notwithstanding Clause 4.2 no extension of time shall be given in respect of such compliance.
- 12. Labour**
- 12.1 The Sub-Contractor shall ensure that all labour engaged in connection with the Sub-Contract works is employed in accordance with the Working Rule Agreement of the National Joint Council for the Building Industry or other Working rule Agreement application to his trade to enable the Company to meet its obligations under the said agreement including those with regard to the recognition of and procedures relating to Trade Unions. Trade Union Membership and Representation. The Sub-Contractor shall keep proper records and allow the Company to inspect the pay, National Insurance and Holidays with pay records of any such labour.
- 13. Assignment and Sub-letting**

- 13.1 The Sub-Contractor shall not assign the Sub-Contract nor sub-let any portion thereof without the prior written consent of the Company.
- 14 **Defects and Maintenance**
- 14.1 The Sub-Contractor shall rectify at his own cost any defects, shrinkages or other faults in the Sub-Contract Works due to his failure to properly carry out and complete the Sub-Contract Works in accordance with the Sub-Contract and shall have the like obligations as the Company under the Main Contract to rectify any such defects, shrinkages or faults which may arise until the issue of the Certificate of Making Good Defects or any such similar certificate under the Main Contract. A decision by any architect, contract administrator, supervising officer or the like under the Main Contract that works executed by the Sub-Contractor are not in accordance with the Main Contract shall be final and conclusive.
- 15 **Determination**
- 15.1 Should the Sub-Contractor
- 15.1.1 abandon or without reasonable cause suspend the carrying out any part of the Sub-Contract Works: or
- 15.1.2 refuse or fail to remove defective work and/or materials: or
- 15.1.3 fail to comply with Clauses 1.4, 4.1 9, 11, 12, or 14 or commit any other material breach of the Sub-Contractor and fail to remedy the same after notice in writing from the Company.
- Then if such default shall continue for three days after the date of a written notice specifying the default has been given to the sub-Contractor by the Company or if the Sub-Contractor shall at any time thereafter repeat such default (whether previously remedied or not) the Company may without prejudice to any other rights or remedies thereupon by written notice forthwith determine the Sub-Contractors employment provided such notice(s) shall not be given unnecessarily or vexatiously.
- 15.2 If the Sub Contractor shall call make or offer to make any arrangement or composition with his creditors or has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act 1986 in respect of his company to the court for the appointment of an administrator or commit an act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or (if he is a limited company) any resolution or petition to wind up such company's business (other than for the purpose of a bona fide reconstitution or amalgamation without insolvency) shall be passed or presented or if a provisional liquidator, receiver, administrative receiver or manager of such company's undertaking property or assets or part of theme shall be appointed, then the Sub-Contract shall automatically determine forthwith.
- 15.3 If the employment of the Company under the Main Contract is determined for any reason then the employment of the Sub-Contractor under the Sub-Contract shall thereupon also automatically determine forthwith.
- 15.4 If the Sub-Contractor's employment is determined under Clause 15.1, 15.2 or 15.3 hereof then the following shall apply.
- 15.4.1 the Company may expel the Sub-Contractor from the Sub-Contract Works and take over all the materials and plant provided by or on behalf of the Sub-Contractor which are upon the site or are used in connection therewith
- and may use the same to complete the Sub-Contract Works.
- 15.4.2 the Company shall be liable only for the value of such part of the Sub-Contract Works properly executed at the date of such determination. Such value shall be calculated in accordance with the Sub-Contract and shall include the value of any unfixed materials and goods for incorporation in the Sub-Contract Works and properly stored on the Site and in which property has passed to the Company or the Employer but shall include no other sum or sums whatsoever.
- 15.4.3 Where such determination is due to the default of the Sub-Contractor, all damages, costs, losses and expenses incurred by the Company in connection with such determinations shall be payable by Sub-Contractors to the Company and shall be recoverable as a debt. The Company shall have the right to deduct from or set off against any sums due to the Sub-Contractor and under the Sub-Contract all such damages, costs, losses and expenses.
- 15.4.4 In the event of a determination under Clause 15.2 only the Company shall be entitled to deduct from or set off against any sums due to the Sub-Contractor under this Clause 15.4 any sums due to under any other contract it has with the Sub-Contractor.
- 15.5 The Sub-Contractor shall not be entitled to payment of any sums that may become due under this Clause 15.4 until the Company has received payment for the same from the Employer and where the determination is due to the Sub-Contractor's default until completion of the Works and ascertainment by the Company of such damages, costs, losses and expenses referred to in Clause 15.4.3
16. **Adjudication**
- 16.1 If at any time either party is dissatisfied with any matter arising under out of or in connection with the Sub Contract that matter shall be referred to the representatives a Director of each of the parties ("Representatives") who shall meet to resolve the matter. Any agreement reached by the Representatives shall be final, conclusive and binding upon the parties. No matter shall constitute or give rise to a Dispute until Representatives have met but failed to resolve the matter or one month has elapsed since the matter was referred to them (or such longer period as is agreed by them after the matter is referred).
- 16.2 Any Dispute between the parties arising out of under or in connection with this Agreement shall at the request of either party be referred to the adjudication of the person named in the Appendix or if no such person has been named such person as shall be agreed by the parties or on the application of the party who is referring the Dispute to adjudication a person to be nominated as the Adjudicator by the Chief Executive for the time being of the Centre for Dispute Resolution.
- 16.3 Either party to this Agreement may give notice at any time of his intention to refer a Dispute to adjudication and the Adjudicator to be appointed must be so appointed within 7 days of the giving of such notice. The adjudication shall be conducted in accordance with the CIC Model Adjudication Procedure First Edition ("the Procedure") issued by the Construction Industry Council except that paragraphs 6, 7, 27 and 29 shall not apply and at paragraph 17 the words "subject of paragraph 17A" shall be added. An additional paragraph 17A shall be added as follows
- The Adjudicator may not
- (a) receive any written submissions from either party that are not made available to the other

- (b) refuse either party the right at any hearing to be represented by any representative of that party's choosing who is present
- (c) act or continue to act if a conflict of interest arises
- (d) require either party to pay or make contribution to the legal costs of the other arising in the adjudication
- The Procedure as varied by this Clause is incorporated into the Sub Contract. If a conflict arises between these terms and the Procedure these terms shall prevail.
- 16.4 The decision of the Adjudicator will be binding until the Dispute is finally determined by arbitration pursuant to Clause 17 or by agreement between the parties unless the parties agree to accept the decision of the Adjudicator as finally determining the dispute.
- 16.5 If the Adjudicator decides that an amount is due from one party ("The Defaulting Party") to the other then unless the parties accept the decision of the Adjudicator as finally determining the Dispute between them such amount shall pending final determination of the Dispute by arbitration pursuant to Clause 17 be deposited by the Defaulting Party for security with a deposit taking bank selected by the Adjudicator. The Defaulting Party shall thereupon pay such amount to the Trustee -stakeholder to hold upon the terms hereinafter expressed.
- 16.6 The Trustee-Stakeholder shall hold any sum received under the provisions of Clause 16.5 in trust for the Company and the Sub-Contractor until such time as the Arbitrator appointed pursuant to Clause 17 or the Company and the Sub-Contractor in a joint letter signed by each of them or on their behalf shall otherwise direct and shall in either of the above cases forthwith dispose of the said sums as may be directed by the Arbitrator or failing direction by the Arbitrator as the Company and Sub-Contractor shall jointly determine. The Trustee-Stakeholder shall be entitled to deduct his reasonable and proper charges from the sum deposited (including any interest added thereto). The defaulting Party shall notify the Trustee-Stakeholder of the name and address of the Adjudicator referred to in Clause 17.
- 16.7 Where the Trustee-Stakeholder is a deposit taking bank then sums so received by it pursuant to Clauses 16.5 and 16.6 may notwithstanding the trust imposed be held by the Trustee-Stakeholder as an ordinary bank deposit to the credit of an account of the bank as a Trustee-Stakeholder re the Company and the Sub-Contractor referred to herein; and in respect of such deposit the Trustee-Stakeholder shall pay such usual interest which shall accrue to an form part of the deposit subject to the right of the Trustee-Stakeholder to deduct its reasonable and proper charges and any tax in respect of such interest from the sum deposited.
- 16.8 The party referring a Dispute to adjudication shall be solely liable to the Adjudicator for his fees and for all expenses reasonably incurred by the Adjudicator pursuant to the adjudication.
17. **Arbitration**
- 17.1 Subject to Clause 16 if any Dispute arises between the Company and the Sub-Contractor which cannot be settled between the parties, the same shall, subject to sub-clause 17.3 be referred to the arbitration and final decision of a person to be agreed upon by the parties or failing agreement to be appointed by the Company. The award of any arbitrator agreed upon or appointed hereunder shall be final and binding. Any reference to such an arbitrator shall be subject to the Arbitration Act 1996. The parties agree to confer on the arbitrator the power to make provisional awards in accordance with and subject to Section 39 of the Arbitration Act 1996.
- 17.2 The arbitrator appointed under sub-Clause 17.1 shall determine as arbitrator all Disputes referred to him pursuant to the procedures set out in Clause 17.3.
- 17.3 If any disputes hereunder relate to any disputes between the Company and the Employer under the Main Contract or between the Company and any other Sub-Contractor or supplier arising out of or in connection with Works then the Company may
- 17.3.1 require that any such dispute or difference shall be referred to and decided upon by the arbitrator appointed or be appointed under sub-clause 17.1 of this Clause; or
- 17.3.2 require that any Disputes which could be or have been referred to an arbitrator appointed under Clause 17.1 are referred to the arbitrator appointed or to be appointed to the dispute under the Main Contract or are resolved by the Courts if so required under the terms of the Main Contract provided always that any reference to arbitration under Clause 17.1 or this Clause 187.3 shall not be opened until after completion or abandonment of the Main Contract Works or termination of the Company's employment under the Main Contract.
- 17.3.3 The Company shall communicate by written notification to the Sub-Contractor which of the course of action in Clause 18.3 is to be effected and the Sub-Contractor shall take all necessary steps to procure that effect is given thereto.
- 17.4 Any award made by an arbitrator to whom such disputes or differences have been referred, shall be final and binding upon the parties hereto and all such proceedings shall, save where such dispute is referred to Courts, be subject to the Arbitration Act 1996.
18. **Notices and Time Periods**
- 18.1 All notices required to be given hereunder by either party shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery) or when dispatched (in the case of a facsimile transmission) or 1 day after posting if sent by pre-paid post.
- 18.2 Any notice required to be given hereunder by the Sub-Contractor to the Company (except a notice sent by facsimile transmission) shall be delivered or sent to the other parties principal office.
19. **Proper Law**
- The Sub-Contract shall be governed by an construed in accordance with the Laws of England and Wales.

