

## POWER THERM CONTRACT SERVICES LTD TERMS AND CONDITIONS OF SUB-CONTRACT

### 1. Definitions and Interpretation

1.1 In these Conditions the following expressions shall have the following meanings unless the context requires otherwise:

“Company”	means Powertherm Contract Services Ltd ( 02432954)
“Conditions”	means these Terms and Conditions of Sub-Contract.
“Defects Period”	means the period stated in the Sub-Contract Order commencing on the date of practical completion of the Sub-Contract Works.
“Employer”	means the employer under the Main Contract as identified in the Sub-Contract Order.
“Main Contract”	means the contract between the Company and the Employer for the carrying out of the Main Contract Works.
“Main Contract Works”	means the works to be carried out by the Company under the Main Contract as described in the Sub-Contract Order.
“Sub-Contract”	means the sub-contract between the Company and the Sub-Contractor for the carrying out of the Sub-Contract Works, incorporating these Conditions, the Sub-Contract Order and all documents referred to therein.
“Sub-Contract Order”	means the sub-contract order issued by the Company to the Sub-Contractor.
“Sub-Contract Sum”	means the sum payable to the Sub-Contractor for carrying out the Sub-Contract Works, as stated in the Sub-Contract Order.
“Sub-Contract Works”	means the works which are the subject of the Sub-Contract Order and form part of the Main Contract Works.
“Sub-Contractor”	means the person, firm or company carrying out the Sub-Contract Works, as identified in the Sub-Contract Order.

1.2 In these Conditions, unless expressly stated otherwise or unless the context otherwise requires:

- 1.2.1 any term importing gender includes any gender, and any term importing the singular includes the plural and vice versa;
- 1.2.2 any reference to a “person” includes natural persons and corporate and unincorporated bodies (whether or not having separate legal personality);
- 1.2.3 any reference to a clause is a reference to a clause of these Conditions;
- 1.2.4 the words “include” or “including” shall be construed without limitation;
- 1.2.5 a reference to any enactment, statutory provision or subordinate legislation is a reference to such enactment, statutory provision or subordinate legislation as modified, re-enacted, replaced or extended from time to time, and a reference to an enactment or statutory provision includes reference to any subordinate legislation made thereunder; and
- 1.2.6 clause headings are for reference only and do not affect the interpretation of these Conditions.

### 2. These Conditions

- 2.1 These Conditions apply to the Sub-Contract to the exclusion of any terms and conditions contained in any document submitted by the Sub-Contractor. If the Sub-Contractor’s quotation is incorporated into the Sub-Contract, it is only for the purposes of incorporating the information contained therein which is relevant to the carrying out of the Sub-Contract Works (such as specifications, drawings and other technical information). Any reference in the Sub-Contractor’s quotation to the Sub-Contractor’s terms and conditions is of no effect and the Sub-Contractor acknowledges and agrees that his terms and conditions do not apply and are not incorporated into the Sub-Contract.
- 2.2 No amendment to these Conditions, including the introduction of any terms and conditions contained in any document produced by the Sub-Contractor, shall be valid unless agreed in writing and signed by both parties.
- 2.3 Any works already provided by the Sub-Contractor prior to the date of the Sub-Contract Order are to be treated as forming part of the Sub-Contract Works and having been provided under the terms of the Sub-Contract, and any payments made by the Company prior to the date of the Sub-Contract Order in respect of works carried out shall be deemed to have been paid on account of the Sub-Contract Sum.

### 3. Compliance with the Main Contract

- 3.1 The Sub-Contractor is deemed to have allowed for complying with the Main Contract and shall observe, perform and comply with all provisions of the Main Contract to be observed, performed and complied with by the Company insofar as the same relate to the Sub-Contract Works as if such provisions were specifically set out in the Sub-Contract.
- 3.2 Notwithstanding any time limit for the service of notices or submission of information stipulated in the Sub-Contract, the Sub-Contractor shall give all notices and submit all information in sufficient time to allow the Company to comply with his obligations and exercise his rights under the Main Contract.
- 3.3 A copy of the Main Contract (with prices omitted) is available for the Sub-Contractor to view on written request at reasonable times. It is the Sub-Contractor’s responsibility to obtain a full copy of the Main Contract and familiarise himself with its terms.
- 3.4 The Sub-Contractor acknowledges that a breach of the Sub-Contract may also cause a breach of the Main Contract by the Company. The Sub-Contractor shall indemnify the Company against and from all losses, damages, costs, expenses, losses and liabilities suffered by the Company as a result of any failure by the Sub-Contractor or his employees, agents or sub-sub-contractors to comply with clauses 3.1 and 3.2.

### 4. Carrying out the Sub-Contract Works

- 4.1 The Sub-Contractor shall carry out and complete the Sub-Contract Works in a good and workmanlike manner to the reasonable satisfaction of the Company and in accordance with the terms of the Sub-Contract and current industry best practice, using goods and materials which:
  - 4.1.1 are of good quality and appropriate for use in the Sub-Contract Works;
  - 4.1.2 are not in contravention of any British Standard or EU equivalent; and
  - 4.1.3 are not generally considered in the construction industry to be deleterious or not in accordance with good building practice.
- 4.2 If the Sub-Contractor is responsible for the design of the Sub-Contract Works or any part of them:
  - 4.2.1 he shall exercise all the reasonable skill, care and diligence to be expected of a duly qualified and experienced designer undertaking the design of works similar in scope and character to the Sub-Contract Works; and
  - 4.2.2 he warrants that the design of the Sub-Contract Works shall satisfy any performance specifications or requirements identified in the Sub-Contract.
- 4.3 The Sub-Contractor shall carry out the Sub-Contract Works in accordance with all current and relevant legislation, regulations, codes of practice, standards and statutory obligations, including building regulations and the requirements of any relevant local authority.

- 4.4 The Sub-Contractor shall be responsible for providing at his own expense all goods, materials, labour, facilities, plant, tools, equipment and transport necessary for the carrying out and completion of the Sub-Contract Works except for any attendances stated in the Sub-Contract Order. The Sub-Contractor shall be responsible for any loss of or damage to any facilities or equipment provided by the Company.
- 5. Materials and goods**
- 5.1 Materials and goods intended for incorporation into the Sub-Contract Works shall become the property of the Company upon delivery, but the Sub-Contractor shall be responsible for the delivery, unloading, storage, protection, movement and lifting of the materials and goods and for the risk of loss or damage to them until practical completion of the Sub-Contract Works.
- 5.2 The Sub-Contractor shall not remove any materials and goods which are on site and intended for incorporation into the Sub-Contract Works without the prior written consent of the Company.
- 6. Commencement and progress**
- 6.1 The Sub-Contractor shall commence the Sub-Contract Works on the date stated in the Sub-Contract Order or, if not stated therein, within 7 days of notification by the Company.
- 6.2 The Sub-Contractor shall complete the Sub-Contract Works by the date or within the period stated in the Sub-Contract Order. If the Sub-Contract Works are to be completed in sections or phases, the provisions of this clause 6 and clauses 7, 9 and 10 shall apply separately to each such section or phase.
- 6.3 The Sub-Contractor shall proceed with the Sub-Contract Works regularly and diligently and use his best endeavours to prevent or minimise any delay to completion of the Sub-Contract Works and the Main Contract Works.
- 7. Extensions of time**
- 7.1 If the Sub-Contractor is delayed in completing the Sub-Contract Works due to:
- 7.1.1 any reason which entitles the Company to claim an extension of time under the Main Contract;
- 7.1.2 a variation to the Sub-Contract Works under clause 8; or
- 7.1.3 any impediment, prevention or default by the Company,
- the Sub-Contractor shall give written notice to the Company as soon as, and in any event not later than 14 days after, such delay has or should reasonably have become apparent to the Sub-Contractor, specifying the cause of the delay and the anticipated effects thereof. The Sub-Contractor shall, as soon as practicable thereafter, submit full and detailed particulars of the extension of time which the Sub-Contractor considers he is entitled to. It shall be a condition precedent to the granting of any extension of time that the Sub-Contractor complies with this clause 7.1.
- 7.2 Subject to receipt of the Sub-Contractor's notice and particulars under clause 7.1, the Company, within a reasonable time thereafter shall grant such extension of time (if any) as is reasonable.
- 8. Variations**
- 8.1 The Company may order any variation to the design, quality or quantity of the Sub-Contract Works (including the addition, omission or substitution of any work and the alteration of the standard of materials to be used) or to the manner in which the Sub-Contract Works are to be carried out.
- 8.2 It shall be a condition precedent to payment for any variation that the Sub-Contractor produces a written variation instruction from the Company, together with proper substantiation of the cost incurred by the Sub-Contractor in carrying out the variation.
- 8.3 Properly authorised variations shall be valued by reference to the rates and prices, if any, specified in the Sub-Contract Order for similar work or, if there are no applicable rates or prices specified, the value shall be such as is fair and reasonable in all the circumstances.
- 9. Practical completion**
- 9.1 The Sub-Contractor shall notify the Company when he considers that practical completion of the Sub-Contract Works has been achieved. The Company shall confirm in writing the date when, in the Company's reasonable opinion, practical completion of the Sub-Contract Works has been achieved (after having inspected the Sub-Contract Works if necessary).
- 9.2 If the Sub-Contractor fails to complete the Sub-Contract Works by the date, or within the period, for completion stated in the Sub-Contract Order (as may be adjusted in accordance with clause 7), the Sub-Contractor shall pay or allow to the Company a sum equivalent to the amount of costs, losses, expenses and/or damages suffered or incurred by the Company as a result of such failure, including any sum the Company is required to pay as liquidated damages under the Main Contract, which can be attributed to delay by the Sub-Contractor in completing the Sub-Contract Works.
- 10. Defects**
- 10.1 During the Defects Period, the Company may notify the Sub-Contractor of defects at any time whether by individual notification or by issuing a schedule(s) of defects, providing details of the work to be carried out and the response time required, and the Sub-Contractor shall carry out the necessary remedial works within the specified time limit.
- 10.2 Should the Sub-Contractor fail to make good any defects to a satisfactory standard or within the requisite timescale, the Company may carry out the necessary remedial work himself or engage a third party to carry out such work and recover any costs so incurred from the Sub-Contractor as a debt.
- 11. Sub-Subcontracting**
- 11.1 The Sub-Contractor shall not sub-subcontract any part of the Sub-Contract Works without the written consent of the Company (which consent shall not be unreasonably delayed or withheld). Where such consent is given, the Sub-Contractor shall remain responsible for the performance of any sub-subcontracted obligations as if he had performed such obligations himself.
- 12. Payment**
- 12.1 The Sub-Contract Sum shall be a fixed price unless expressly stated otherwise in the Sub-Contract Order and shall not be adjusted except as expressly stated in the Sub-Contract.
- 12.2 The Company shall pay to the Sub-Contractor any properly chargeable VAT at the appropriate rate.

- 12.3 From the date of commencement of the Sub-Contract Works, the Sub-Contractor shall submit monthly interim applications for payment specifying the sum he considers will become due on the due date for payment (as determined under clause 12.4) and the basis on which that sum has been calculated. The first interim application for payment shall be submitted on the last working day of the month following commencement of the Sub-Contract Works and subsequent interim applications for payment shall be submitted on the last working day of each subsequent month.
- 12.4 The due date for payment of each interim payment shall be 7 days after the date of receipt by the Company of an application for payment from the Sub-Contractor in accordance with clause 12.3. The final date for payment shall be 21 days after the relevant due date for payment unless otherwise stated in the Sub-Contract Order.
- 12.5 Not later than 5 days after the due date for payment, the Company shall issue a written notice to the Sub-Contractor specifying the sum the Company considers to be or have been due at the due date for payment and the basis on which that sum is calculated ("**Payment Notice**"). Subject to any Pay Less Notice given under clause 12.7, the sum stated as due in the Payment Notice shall be paid by the party from whom that sum is due on or before the final date for payment. If the Company fails to give a Payment Notice, the sum specified in the application for payment submitted by the Sub-Contractor under clause 12.3 shall become due instead.
- 12.6 Retention monies shall be withheld from all payments to the Sub-Contractor at the rate specified in the Sub-Contract Order. The due date for payment of the first moiety of retention shall be 6 months after the original completion date for the Main Contract Works under the Main Contract and the due date for payment of the second moiety of retention shall be 6 months after the date when the defects liability period under the Main Contract was originally envisaged to end, provided always that any defects in the Sub-Contract Works have been made good to the Company's satisfaction. The Sub-Contractor shall submit an application for payment of each moiety of the retention specifying the sum he considers will become due on the due date for payment and the basis on which that sum has been calculated. Each application shall be submitted no later than 14 days before the relevant due date for payment. Not later than 5 days after the due date for payment, the Company shall issue a Payment Notice to the Sub-Contractor. If the Company fails to give a Payment Notice, the sum specified in the application for payment submitted by the Sub-Contractor shall become due instead.
- 12.7 If the party who is required to make payment of the sum stated as due in a Payment Notice (or, if no Payment Notice has been given, in an application for payment submitted by the Sub-Contractor in accordance with clause 12.3 or clause 12.6) intends to pay less than the sum stated as due, he shall not later than 1 day before the final date for payment give the other party a notice specifying the sum he considers to be due at the date the notice is given and the basis on which that sum is calculated ("**Pay Less Notice**").
- 12.8 If a party who is required to make payment of a sum properly due under the Sub-Contract fails to pay that sum by the final date for its payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the party to whom payment is due simple interest on that amount at the rate of 3% over the Bank of England base rate current at the relevant final date for payment. The parties agree that this clause 12.8 provides a substantial remedy for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.9 Notwithstanding any other provision of the Sub-Contract, in the event of the Employer or any other party upon whom payment to the Company in respect of the Sub-Contract Works is conditional (whether directly or indirectly) becoming insolvent as defined by sections 113(2) to 113(5) of the Housing Grants, Construction and Regeneration Act 1996, as amended (the "**Act**"), the Sub-Contractor shall not be entitled to be paid any sums under or arising out of the Sub-Contract, except to the extent that the Company actually receives or recovers any monies which include an amount that is specifically attributable to the Sub-Contract Works.
- 12.10 Whenever under the terms of the Sub-Contract any sum of money is recoverable from or payable by the Sub-Contractor, or whenever the Company incurs or reasonably anticipates incurring any cost, loss or damage arising out of a breach of the Sub-Contract by the Sub-Contractor or his employees, agents or sub-subcontractors, or in the event that the Company reasonably considers the Sub-Contractor has been overpaid in previous interim payments due to an arithmetical error or due to the Sub-Contractor having previously made an application for payment for a sum greater than he was properly entitled to:
- 12.10.1 the Company shall be entitled to set off or deduct any such sum, cost, loss, damage or overpayment against or from any sum then due or which at any time thereafter may become due to the Sub-Contractor under the Sub-Contract or any other contract between the parties;
- 12.10.2 a Payment Notice issued by the Company may specify that the sum the Company considers to be or have been due at the relevant due date for payment is a negative sum payable by the Sub-Contractor to the Company; and
- 12.10.3 a Pay Less Notice issued by the Company may specify that the sum the Company considers to be due at the date such notice is given is a negative sum payable by the Sub-Contractor to the Company.
- 13. Indemnity, loss and damage**
- 13.1 The Sub-Contractor shall be liable for, and shall indemnify the Company against, all liabilities, costs, expenses, damages, losses and proceedings (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, interest and penalties) suffered or incurred by the Company as a result of or in connection with:
- 13.1.1 personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Sub-Contract Works, except to the extent that the same is due to any act, neglect or default of the Company or any of his employees, agents or other sub-contractors, or the Employer or any of his employees or agents; and
- 13.1.2 any loss, injury or damage whatsoever to any property real or personal (including the Sub-Contract Works and any materials and goods on site) arising out of or in the course of or caused by the carrying out of the Sub-Contract Works, to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Sub-Contractor or any of his employees, agents or sub-subcontractors.
- 13.2 The Sub-Contractor shall be responsible for all loss or damage to his plant, tools, machinery, temporary buildings and other property owned or hired by the Sub-Contractor.
- 13.3 The Sub-Contractor shall be responsible for the cost of restoring any loss of or damage to the Sub-Contract Works and any materials or goods which are on site in advance of being incorporated into the Sub-Contract Works, except to the extent that such loss or damage is covered by any policy of insurance taken out by the Company or the Employer under which the Sub-Contractor is recognised as an insured or the insurers have waived their rights of subrogation against the Sub-Contractor. The Sub-Contractor shall obtain, or ensure that he has the benefit of, a policy of insurance to cover his liabilities in respect of loss or damage and shall provide evidence of such insurance whenever reasonably requested to do so, failing which the Company may himself take out the necessary insurance and recover the cost of the premiums so incurred from the Sub-Contractor as a debt.

**14. Insurance**

- 14.1 Without limiting his obligations to indemnify the Company under clause 13, the Sub-Contractor shall arrange and keep in force for the duration of the Sub-Contract Works policies of employer's liability and public liability insurance with reputable insurers. The policy of public liability insurance shall have a limit of indemnity of not less than £1,000,000 (or such other amount specified in the Sub-Contract Order) for any occurrence or series of occurrences arising out of each and every event. The policy of employer's liability insurance shall have the minimum limit of indemnity required by law.
- 14.2 If the Sub-Contractor is responsible for the design of the Sub-Contract Works or any part thereof, the Sub-Contractor shall hold and maintain professional indemnity insurance in an amount of not less than £1,000,000 (or such other amount specified in the Sub-Contract Order) for any one occurrence or series of occurrences arising out of any one event at all times until 12 years after the date of practical completion of the Main Contract Works.
- 14.3 The Sub-Contractor shall, both prior to commencing the Sub-Contract Works and thereafter at such times as the Company may reasonably require, produce evidence of insurance for inspection by the Company. In the event of any failure by the Sub-Contractor to comply with this clause 14, the Company may take out the necessary insurance and recover the cost of the premiums so incurred from the Sub-Contractor as a debt.

**15. Termination**

- 15.1 The Company shall be entitled to terminate the Sub-Contractor's employment under the Sub-Contract at any time by service of 7 days' notice.
- 15.2 The Company shall be entitled to terminate the Sub-Contractor's employment under the Sub-Contract immediately by service of notice if the Sub-Contractor:
- 15.2.1 is failing to proceed regularly and diligently with the Sub-Contract Works and does not remedy that failure within a period of 7 days after being notified in writing to do so;
  - 15.2.2 commits a material breach of the Sub-Contract and fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
  - 15.2.3 becomes insolvent as defined in sections 113(2) to 113(5) of the Act.
- 15.3 If the Company's employment under the Main Contract is terminated, the employment of the Sub-Contractor under the Sub-Contract shall also automatically be terminated.
- 15.4 Following termination, the Sub-Contractor shall be entitled to be paid a fair and reasonable amount for work carried out up to the date of termination (less any sums already paid or which have become due under clause 12), and may submit an application for payment of such amount, which shall become due 21 days after the date it is received by the Company and will thereafter be treated as if it were an interim payment in accordance with the provisions of clause 12. Such payment shall be the Sub-Contractor's sole entitlement to compensation for termination of his employment. Provided that if the Sub-Contractor's employment is terminated under clause 15.2:
- 15.4.1 the Company shall not be obliged to make any further payments to the Sub-Contractor, and the Sub-Contractor shall not be entitled to submit an application for payment, until after completion of the Sub-Contract Works; and
  - 15.4.2 the Company shall be entitled to recover from the Sub-Contractor as a debt the additional costs the Company incurs in completing the Sub-Contract Works and all damages, costs, losses, expenses and liabilities incurred by the Company as a result of the termination and/or any breach of the Sub-Contract which resulted in the termination.
- 15.5 Notwithstanding any other provision of the Sub-Contract, if the Sub-Contractor's employment is terminated under clause 15.2.3, no further sum shall become due to the Sub-Contractor under the Sub-Contract and the Company need not pay any sum that has already become due to the Sub-Contractor where the Sub-Contractor becomes insolvent after the last date on which a Pay Less Notice could be given by the Company in respect of that sum.
- 15.6 The Company shall not be liable to the Sub-Contractor for any loss of profit or indirect or consequential losses arising out of, under or in relation to the termination of the Sub-Contractor's employment under the Sub-Contract.

**16. Assignment**

- 16.1 The Company shall be entitled to assign the benefit of the Sub-Contract without the Sub-Contractor's consent.
- 16.2 The Sub-Contractor shall not assign, transfer or otherwise deal in any manner with his rights and benefits under the Sub-Contract.

**17. Third Party Rights**

- 17.1 A person who is not a party to the Sub-Contract shall not have any rights to enforce its terms.

**18. Entire Agreement**

- 18.1 The Sub-Contract constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous agreements (whether written or oral) between the parties relating thereto.

**19. Limitation Period**

- 19.1 Notwithstanding the manner in which the Sub-Contract is entered into and any provision of the Limitation Act 1980 to the contrary, any claim, action or proceedings arising out of or in connection with the Sub-Contract may be commenced up to 12 years from the date the cause of action accrued, or 12 years from the date of practical completion of the Main Contract Works, whichever is the later.

**20. Copyright**

- 20.1 The copyright in all designs, drawings, details and specifications prepared by the Sub-Contractor in relation to the design of the Sub-Contract Works (the "Design Documents") shall remain vested in the Sub-Contractor, but the Company shall have an irrevocable, non-exclusive, royalty-free licence (such licence carrying the right to grant sub-licences and to be transferable without the consent of the Sub-Contractor) to copy and use the Design Documents and to reproduce the designs and content of them for any purpose relating to the Main Contract Works. The Sub-Contractor warrants that the Design Documents are the Sub-Contractor's own work and their use in connection with the Sub-Contract Works will not infringe the rights of any third party. If the use of the Design Documents is alleged to infringe or found to infringe the rights of any third party, the Sub-Contractor shall indemnify the Company against all resulting expenses, liability, losses, damages, claims and proceedings.

**21. Confidentiality**

- 21.1 The Sub-Contractor shall not at any time use or disclose to any person any confidential information concerning the Sub-Contract, the Sub-Contract Works or the Main Contract Works, except as may be necessary for the performance of the Sub-Contract Works, as the Company may allow in writing and as may be required by law.
- 21.2 The Sub-Contractor shall not publish any photographs of the Sub-Contract Works or the Main Contract Works or any information about the Sub-Contract or the Main Contract in any medium whatsoever (including on the Sub-Contractor's website) without the Company's prior written consent.
- 22. Notices**
- 22.1 Any notice to be given by the Sub-Contractor under the Sub-Contract shall be in writing and shall delivered by hand or commercial courier or sent by first class post to the Company's correspondence address stated in the Sub-Contract Order, or such other address as may be notified by the Company in writing. Any application or notice given by the Sub-Contractor under clause 12 must also be copied by email to the relevant Company email address stated in the Sub-Contract Order or as otherwise notified by the Company in writing. Regardless of whether any application or notice is copied to the Company by email, all notices and applications shall only be deemed to have been received by the Company, if delivered by hand or by commercial courier, on the date and at the time of delivery, as evidenced by a signed delivery receipt, and if sent by first class post, at 9:00am on the second day after the date of posting (excluding Saturdays, Sundays and statutory holidays).
- 22.2 Any notice to be given by the Company under the Sub-Contract shall be in writing and shall be sent by email to the relevant Sub-Contractor email address stated in the Sub-Contract Order or as otherwise notified by the Sub-Contractor in writing. The Company may, in his discretion, send hard copies of emailed notices to the Sub-Contractor's registered office address, or such other address as may be stated in the Sub-Contract Order, by hand delivery, commercial courier or first class post. Notices shall be deemed to have been received by the Sub-Contractor on the date and at the time of sending of the email.
- 23. Severance**
- 23.1 If any court or other competent authority finds that any provision of the Sub-Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted or modified to the extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the other provisions of the Sub-Contract shall not be affected.
- 24. No waiver**
- 24.1 No failure or delay by a party to exercise any right or remedy provided under the Sub-Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 25. Bribery Act**
- 25.1 The Sub-Contractor shall comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including, but not limited to, the Bribery Act 2010.
- 26. Disputes and governing law**
- 26.1 If any dispute or difference arises between the Sub-Contractor and Company under or in relation to the Sub-Contract, either party may give written notice at any time of his intention to refer the dispute to adjudication. Adjudications shall be conducted in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998 (as amended). The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors.
- 26.2 Subject always to clause 26.1, any dispute or difference between the Sub-Contractor and the Company under or in relation to the Sub-Contract shall be determined by litigation subject to the exclusive jurisdiction of the English courts, provided that nothing shall limit the right of either party to take proceedings in any other court of competent jurisdiction for the purposes of enforcing a judgment of the English courts.
- 26.3 The Sub-Contract shall be governed by and construed in accordance with English law.