

Our Ref: C32860 – Camelot

*By email only*

25<sup>th</sup> January 2023

CP Interiors  
Unit 28  
Rue des Pres Trading Estate  
St Saviour  
Jersey  
JE2 7QN

**Subcontract Order**

Dear Sirs

**Reference :** Camelot, St Brelade

**ORDER Nr / C32860 / 2022 / 26** (Please include this on all invoices)

Further to all the correspondence with Godel Architects regarding this project and your Quote reference SO14145, we hereby provide our Subcontract Order for you to design, supply and install all the *Window Blinds & Associated Works* for the above project.

The contract details are as follows:-

CONTRACT	Camelot, St Brelade
WORKS	Supply of materials, labour & plant to carry out the <i>Window Blinds &amp; Associated Works</i>
CONTRACT VALUE	£ 16,133.00 – Total plus GST 5% Retention on Contract sum – Appendix 1
CONTRACT PROGRAMME	Site start date mid July 2023, all works to be in accordance with the programme dates agreed within this subcontract document – Appendix 3
CONSTRUCTION MANAGER	Rob Hearne
QUANTITY SURVEYOR	Allister Moore
SITE MANAGER	Martin Falla
SITE TELEPHONE:	07797 829829
TERMS & CONDITIONS	JCT Intermediate Subcontract
SPECIAL CONDITIONS	As Main Contract
VALUATIONS	Applications for payment to be submitted by the end of each month and will be due for payment at the following month end.

VARIATIONS

**Please Note:** *Only variations given in writing by Mitchell Building Contractors will be considered for payment. Any instruction given by a third party must be approved by Mitchells before the works are commenced.*

HEALTH & SAFETY

To be in accordance with our Health & Safety manual, a copy of which can be inspected in our offices. **No works will be permitted to commence without adequate risk assessments and method statements**

INSURANCE

The subcontractor is to provide proof that they have adequate insurance for the project and the works they are carrying out. A copy of insurance must be provided upon request.

MATERIAL SPECIFICATION

The whole of jersey is deemed to be a marine environment, therefore it is the subcontractor responsibility to ensure that all materials they supply are suitable and fit for purpose.

We trust the above is in order, however please review and confirm by return your acceptance of this letter as notice to proceed, nonetheless should you have any queries please do not hesitate to contact the undersigned to discuss.

Yours faithfully

For and on behalf of Mitchell Building Contractors



Allister Moore  
Quantity Surveyor

Please return a copy of both pages of the order letter to Mitchell's Head Office, before commencement on site.

I hereby understand & agree to the above Order letter.

**Subcontractor Company Name:**

**Name:**

**Signature:**

**Date:**



## Subcontract Order

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## Appendix 1 Scope of Works

Camelot, St Brelade

### *Window Blinds & Associated Works*

To supply and complete installation with the correspondence with Godel Architects regarding this project and your Quote reference SO14145 - appendix 2 of this subcontract document.

Before the commencement of works on site Subcontractors are required to provide to the Main Contractor Adequate Risk assessments and Method statements which cover all relevant aspects of the Subcontractors works package. Should the Subcontractor fail to provide such necessary documentation and delays are incurred to the project programme as a direct result, the Main Contractor reserves the right to terminate any subcontract agreement and seek recovery of all associated costs from the offending Subcontractor.

It is a condition of all Subcontract orders that staff provided to work on sites operated by the Main Contractor is qualified to the minimum standard of the "JSAT" scheme or similar and approved. From the date of order a grace period of 2 weeks will be granted to the subcontractor in which they can ensure the operatives due to work on the site achieve the required standard of qualification, following the expiry of the 2 week period any of the subcontractors operatives due to work on the site operated by the Main Contractor are required to meet this minimum requirement or face being excluded from site. Any costs incurred by the Main Contractor as a result of a failure to comply with this requirement will be notified to the Subcontractor and contra charged against their account as necessary.

All subcontractors are reminded that it is their responsibility to provide adequate supervision and management for their own works at all times. Should the Main Contractor deem it necessary to supplement this for any reason and having given the subcontractor due notice, the costs incurred will be contra charged to the subcontractors account.

It is the subcontractor's responsibility to clear and tidy their own waste at the end of each and every working day. Should the Main Contractor have to clear up after the subcontractor and having given the subcontractor due notice, the costs incurred will be contra charged to the subcontractors account.

All above works are to be carried out and completed within latest regulations and to include the undertaking and production of relevant test certification where necessary. It is the subcontractor responsibility to ensure that all materials they supply are suitable and fit for purpose.

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O&M manuals to be provided minimum 2 weeks prior to completion of project for approval.

It should be noted that access to this site will not be exclusive and you will be required to co-ordinate your works with other trades from time to time.

Should any builder's works be required to facilitate the installation of your works then fully detailed requirements for the same must be issued to Mitchell Building Contractors within 2 weeks of the issue of this subcontract order. Should additional costs be incurred due to either the non-issue of such information or incorrect information being issued, Mitchell Building Contractors reserve the right to insist that these works are completed by the subcontractor and at your own cost.

Mitchell Building Contractors will not take responsibility for any unfixed items until they are fully installed inspected & handed over. It is the subcontractor's responsibility to receive, inspect, distribute on site and protect all of their materials or goods until formally handed over.



## Appendix 2 Contract sum analysis

Camelot, St Brelade

### *Window Blinds & Associated Works*

Supply of Labour, Plant & Materials to complete the *Window Blinds & Associated Works* at the above-mentioned site.

All works are based upon the attached quote reference S014145

£ 16,133.00 – Total plus GST

The above will be used in order to ascertain the value of works completed monthly. Each and every application for payment submitted by the subcontractor must consist of the following

- Written and recorded valuation cover sheet to include gross amount claimed to date and nett payment for each application.
- Fully detailed breakdown of items claimed
- Fully detailed measure of items being claimed
- Completed and signed daywork sheets if applicable. (Note: Quantity surveyor will value all works in accordance with this subcontract agreement, any day works signed or issued by site are to record that such an element of works has been completed and that the times recorded for the same are correct only.)
- Only variations given in writing by Mitchell Building Contractors will be considered for payment. Any instruction given by a third party must be approved by Mitchells before the works are commenced.

All works are subject to the deduction of 5% Retention

11/01/2023

Room Name	window number	qty of window coverings	Product	fitting position	recess size required	Electric	supplier / motor type	fabric	Comment
Gym	B-W03	1	Roller Blind with black plastic side chain	reveal	100 x 100	manual		Screen 3% openness fabric with silver back and Beige front	
	B - W04		No window dressing required at this point						
Bar recreation Room	B-W02		No window dressing required at this point						
Lower Ground Floor									
Bedroom 1	LG-W03	1	Roller	recessed	100 x 100	electric - 1 x linked motor	Somfy	Dim out fabric price code D	including hand held remote control
		1	Roller	recessed	100 x 100			Dim out fabric price code D	
Bedroom 1	LG-W04	1	Roller	recessed	100 x 100	electric - 1 x linked motor	Somfy	Dim out fabric price code D	
		1	Roller	recessed	100 x 100			Dim out fabric price code D	
Bedroom 1 Ensuite	LG-W01		No window dressing required at this point						
	LG-W02		No window dressing required at this point						
	LG-W05		No window dressing required at this point						
Bedroom 2	LG-W05	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Bedroom 2	LG-W07	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Bedroom 3	LG-W09	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Bedroom 3	LG-W10	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Ensuite 3			No window dressing required at this point						
Bedroom 4	LG-W12	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Office 2	LG-W11	1	Roller Blind with black plastic side chain	Reveal		manual		Screen 3% openness fabric with silver back and Beige front	
		1	Roller Blind with black plastic side chain	Reveal		manual		Screen 3% openness fabric with silver back and Beige front	
Guest wing bedroom	LG-G-W02	1	Roller Blind with black plastic side chain	Reveal		manual		Dim out fabric price code D	
Guest Wing Living area	LG-G-W04	1	Roller Blind with black plastic side chain	Reveal		manual		Screen 3% openness fabric with silver back and Beige front	
Upper Ground Floor									
Office 1 library	UG - W11	1	Roller Blind with black plastic side chain	recessed	100 x 100	manual		Screen 3% openness fabric with silver back and Beige front	
	UG - W12	1	Roller Blind with black plastic side chain	recessed	100 x 100	manual		Screen 3% openness fabric with silver back and Beige front	
TV Room	UG- W09	1	Roller Blind with black plastic side chain	reveal		manual		Screen 3% openness fabric with silver back and Beige front	
	UG- W10	1	Roller Blind with black plastic side chain	recessed	100 x 100	manual		Screen 3% openness fabric with silver back and Beige front	
		1	Roller Blind with black plastic side chain	recessed	100 x 100	manual		Screen 3% openness fabric with silver back and Beige front	
Kitchen dining	UG-W02		No window dressing required at this point	recessed	100 x 100				Recess prepared to house blind if required at later date
	UG-W03	1	Roller	recessed	100 x 100	electric	Somfy	Screen 3% openness fabric with silver back and Beige front	including hand held remote control
		1	Roller	recessed	100 x 100	electric	Somfy	Screen 3% openness fabric with silver back and Beige front	
		1	Roller	recessed	100 x 100	electric	Somfy	Screen 3% openness fabric with silver back and Beige front	
	UG-W04		No window dressing required at this point						
Living room	UG-W06	1	Roller	recessed	100 x 100	electric - 1 x linked motor	Somfy	Screen 3% openness fabric with silver back and Beige front	including hand held remote control
		1	Roller	recessed	100 x 100			Screen 3% openness fabric with silver back and Beige front	
	UG-W05		No window dressing required at this point	recessed	100 x 100				Recess prepared to house blind if required at later date
	UG-W07		No window dressing required at this point						
	UG-W08		No window dressing required at this point						

Total £ 16,133.00

Plus GST

Control systems, power packs, wiring and programming not included

Quote is valid for 7 days, price subject to site survey.

We will require a deposit of 40% at the time of placing order, 40% on delivery to the island and 20% balance on completion.

Normal terms and conditions apply.

Tel: (01534) 748141 [www.cpinteriors.ie](http://www.cpinteriors.ie)  
Rue Des Pres Trading Estate, St Saviour, Jersey, JE2 7QP

Blinds | Curtains | Awnings | Shutters | Furnishings |  
Interior Design | Project Management



## Appendix 3 Programme of works

Camelot, St Brelade

### *Window Blinds & Associated Works*

- It is envisaged that the works will be required to commence on site *mid-July 2023*, all works to be in accordance with the programme dates.
- Works are required to be completed in accordance with the agreements on site
- A minimum of 72hrs notice will be given by the Main contractor in requesting the Subcontractors attendance on site.
- Works are to be carried out in a manner & programme so as not to hinder the progress of other works items and also not to jeopardize the Main Contractors contractual completion date.
- Each contractor has allowed within their price to carry out as many visits are required in order to comply with Mitchell Building Contractors contract programme requirements.
- It should be noted that access to the site and working areas will not be exclusive and it may from time to time be a requirement that work sequences are revised in order to best facilitate the works required in order to meet with Mitchell Building Contractors contract programme requirements.
- Mitchell Building Contractors reserve the right to revise any programme of work or work sequence as may be required.
- Any delays caused to the contractor through lack of progress by the subcontractor, will be notified in writing with any associated costs being deducted from the subcontractors account as necessary.



Appendix 4 Subcontract Terms and conditions

Camelot, St Brelade

*Window Blinds & Associated Works*

*Subcontract Order*

## Articles

### Now it is hereby agreed as follows

#### Article 1: Sub-Contract Sum

The Contractor shall pay to the Sub-Contractor for the Sub-Contract Works the sum of £ As Appendix 2 or such other sum as shall become payable in accordance with the Sub-Contract Documents ('the Sub-Contract Sum') plus, if applicable, VAT.

#### Article 2: Date for commencement

The date for commencement of the Sub-Contract Works on Site will be between As Appendix 3 and \_\_\_\_\_.

#### Article 3: Period for Completion

The period for completion of the Sub-Contract Works shall be As Appendix 3 <sup>[3]</sup> ('the Period for Completion').

#### ~~Article 4: Adjudication~~

~~If any dispute or difference arises under this Sub-Contract, either Party may refer it to adjudication in accordance with clause 16.2.~~

#### Article 5: Arbitration

Arbitration applies/~~does not apply~~.<sup>[4]</sup>

Where arbitration applies, then, subject to Article 4, any dispute or difference arising under or in connection with this Sub-Contract, except in connection with the enforcement of any decision of an adjudicator, shall be referred to arbitration in accordance with clause 16.3.

#### Article 6: Legal proceedings

Subject to Article 4 and (where it applies) to Article 5, any dispute or difference between the Parties which arises out of or in connection with this Sub-Contract shall be determined by legal proceedings.

[3]  
[4]

The period inserted must take account of the planning and preparation period as referred to in regulation 13(3) of the CDM Regulations. Delete as appropriate. If disputes or differences are to be determined by arbitration and not by legal proceedings, the words "does not apply" must be deleted. If neither entry is deleted Article 5 will not apply.

# Conditions

## Definitions

- 1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated below:

<i>Word or phrase</i>	<i>Meaning</i>
Agreement:	the Articles of Agreement to which these Conditions are annexed, consisting of the Recitals and the Articles.
CDM Regulations:	the Construction (Design and Management) Regulations 2007, as they apply to the Main Contract Works and the Site.
Pricing Documents:	any document(s) identified in the <b>Second Recital</b> , showing rates and prices.
Site:	the place where the Main Contract Works are to be carried out.
Sub-Contract Documents:	this form of sub-contract together with any other documents identified in the <b>Second Recital</b> .
Sub-Contract Works:	the works briefly described in the <b>Second Recital</b> , as varied (where applicable) under <b>clause 10</b> .

## Reckoning periods of days

- 2 Where under this Sub-Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday that day shall be excluded.

## Contracts (Rights of Third Parties) Act 1999

- 3 Nothing in this Sub-Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

## Giving or service of notices and other documents

- 4
- .1 A notice or other document may be served by any effective means.
  - .2 A notice or other document shall be treated as effectively served if it is addressed, pre-paid and delivered by post:
    - .1 to the addressee's last known principal residence, or, if he is or has been carrying on a trade, profession or business, his last known principal business address; or
    - .2 where the addressee is a body corporate, to the body's registered or principal office.

#### **Sub-Contractor's obligations**

- 5
- 1 The Sub-Contractor shall carry out and complete the Sub-Contract Works in accordance with the Sub-Contract Documents, with due diligence and in a good and workmanlike manner.
  - 2 The Sub-Contractor shall provide goods and materials of the standard stated in the Sub-Contract Documents or, where no standard is so stated, of a satisfactory quality.
  - 3 The Sub-Contractor shall take all reasonable steps to encourage employees and agents of the Sub-Contractor and his sub-contractors employed in the execution of the Sub-Contract Works to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.
  - 4 The Sub-Contractor shall provide everything required to carry out and complete the Sub-Contract Works except for the attendances set out in the Sub-Contract Documents which the Contractor shall provide free of charge to the Sub-Contractor.
  - 5 The Sub-Contractor shall not make any assignment of the benefit of this Sub-Contract nor sub-let any of the Sub-Contract Works, without the prior written consent of the Contractor.
  - 6 The Sub-Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Sub-Contract Works (including the CDM Regulations) and pay all fees and charges in respect of the Sub-Contract Works to the extent that they are so required to do by the Sub-Contract Documents.

#### **Contractor's obligations**

*Release HAS*

- 6
- The Contractor shall comply with the CDM Regulations, shall provide sufficient access to the Site for the Sub-Contractor to perform his obligations under this Sub-Contract and shall in no way hinder or prevent the Sub-Contractor, whether by act or omission, from performing such obligations.

#### **Main Contract**

- 7
- 1 The Sub-Contractor shall be deemed to know the provisions of the Main Contract insofar as they apply to the Sub-Contract Works (other than details of the Contractor's pricing). The Contractor shall, if so requested by the Sub-Contractor, provide to the Sub-Contractor a copy of the Main Contract (omitting details of the Contractor's pricing).
  - 2 The Sub-Contractor shall carry out and complete the Sub-Contract Works so that no act or omission of the Sub-Contractor shall result in any breach of contract by the Contractor.
  - 3 The Sub-Contractor shall perform the obligations and assume the liabilities of the Contractor under the Main Contract to the extent that such obligations and liabilities relate to the Sub-Contract Works.

#### **Commencement and completion**

- 8
- 1 The Sub-Contractor shall commence the Sub-Contract Works on Site within 14 days of receipt of the Contractor's written instruction to commence the Sub-Contract Works.
  - 2 Subject to the provisions of clause 11, the Sub-Contractor shall:
    - 1 proceed with the Sub-Contract Works regularly and diligently and reasonably in accordance with the progress of the Main Contract Works; and
    - 2 achieve practical completion of the Sub-Contract Works within the Period for Completion.
  - 3 The Contractor shall determine and notify the Sub-Contractor in writing of the date when the Sub-Contract Works are practically complete.
  - 4 The Contractor shall notify the Sub-Contractor of any defects that appear in the Sub-Contract Works during the defects liability period of the Main Contract Works and the Sub-Contractor shall, at the Sub-Contractor's expense, make good such defects within a reasonable time from notification.

### Contractor's instructions

- 9
- 1 The Contractor may issue written instructions which the Sub-Contractor shall forthwith carry out.
  - 2 If instructions are given orally, they shall, within 2 working days, be confirmed in writing by the Contractor.
  - 3 Except as provided in clause 10, the Sub-Contractor shall not be entitled to any additional payment in respect of instructions from the Contractor.
  - 4 If within 7 days after receipt of a written notice from the Contractor requiring compliance with an instruction, the Sub-Contractor does not comply, then the Contractor may employ and pay other persons to carry out the work and all additional costs incurred shall be due to the Contractor.

### Variations

- 10
- 1 The Sub-Contractor shall carry out any reasonable variation of the Sub-Contract Works that is instructed in writing by the Contractor ('Variation').
  - 2 Variations shall be valued by the Contractor on a fair and reasonable basis, with reference to, where available and relevant, rates and prices in the Pricing Documents.
  - 3 The Sub-Contractor shall be paid any direct loss and/or expense incurred by the Sub-Contractor due to the regular progress of the Sub-Contract Works being affected by compliance with any Variation, provided that the Sub-Contractor notifies the Contractor of such as soon as is reasonably practicable. The Contractor shall determine the fair and reasonable amount of that direct loss and/or expense.
  - 4 The Sub-Contractor shall not make any alteration to the Sub-Contract Works, other than pursuant to clause 10.1.

### Extension of time

- 11
- 1 If the Sub-Contractor is delayed in completing the Sub-Contract Works within the Period for Completion by the ordering of any Variation of the Sub-Contract Works or for other reasons beyond the control of the Sub-Contractor, the Sub-Contractor shall notify the Contractor in writing. The Contractor shall make such extension of time (if any) as is reasonable.
  - 2 The Sub-Contractor shall constantly use his best endeavours to prevent or minimise any delay in the progress of the whole or any part of the Sub-Contract Works.

### Payment

- 12
- 1 An interim payment shall be due to the Sub-Contractor ~~not later than~~ one month after commencement of the Sub-Contract Works on Site and monthly after that. *provided that relevant applications have been received. Payment will be due in accordance with the Sub-contractor's or*
  - 2 The amount of an interim payment due shall be 95 per cent, or such different percentage as set out in the Sub-Contract Documents, of the value of work properly carried out by the Sub-Contractor, determined in accordance with the rates and prices specified in the Pricing Documents or by reference to the Sub-Contract Sum if there are no rates and prices together with any amount ascertained under clause 10.3, less the total amount due in any previous payments.
  - 3 17 days after practical completion of the ~~Sub-Contract Works~~ *Contract*, as notified under clause 8.3, 97½ per cent, or such different percentage as set out in the Sub-Contract Documents, of the Sub-Contract Sum less the total amount due in previous interim payments shall be due to the Sub-Contractor.
  - 4 The Contractor shall notify the Sub-Contractor in writing as soon as reasonably practicable of the date of practical completion and of the date of the expiry of the defects liability period under the Main Contract.
  - 5 7 days after the date of the expiry of the defects liability period under the Main Contract there being no defects in the Sub-Contract Works on such date or, if such defects exist on this date, 7 days after the date of completion of making good those defects in the Sub-Contract Works the total Sub-Contract Sum less the total amount due in previous interim payments shall be due to the Sub-Contractor.

- 6 The Contractor shall determine and give a written notice to the Sub-Contractor not later than 5 days after the date on which a payment becomes due which shall specify the amount (if any) of the payment to be made and the basis on which that amount was calculated. The final date for payment is 28 days from the date the payment becomes due.
- 7 The Contractor shall be entitled to withhold payment of all or part of any sums otherwise due where a sum is due from the Sub-Contractor to the Contractor under this Sub-Contract.
- 8 The Contractor shall give notice to the Sub-Contractor of his intention to withhold any payment after the final date for payment. The notice shall be served no later than 5 days before the final date for payment and shall specify the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground, each ground and the amount attributable to it.
- 9 In the event of the Contractor failing to pay any sum due to the Sub-Contractor by the final date for payment, the Contractor shall pay to the Sub-Contractor interest on such overdue sum at the rate of 5% per annum above the official dealing rate of the Bank of England at the final date for payment.

#### **Suspension**

- 13 If the Contractor fails to pay the sum due to the Sub-Contractor by the final date for payment, and no notice of intention to withhold has been served under clause 12.8, then the Sub-Contractor may give a written notice of his intention to suspend the performance of his obligations under this Sub-Contract. If the Contractor's failure to make payment continues for 7 days after the giving of such notice, then the Sub-Contractor may suspend such performance until payment in full occurs.

#### **Termination by Contractor**

- 14 ·1 If the Sub-Contractor:
  - 1 without reasonable cause, wholly or substantially suspends the carrying out of the Sub-Contract Works; or
  - 2 fails to proceed regularly and diligently with the Sub-Contract Works; or
  - 3 fails to comply with clause 5.5

the Contractor may give notice to the Sub-Contractor which specifies the default and requires it to be ended. If the Sub-Contractor does not end the default within 7 days, the Contractor may terminate the Sub-Contractor's employment by serving a further notice. The termination shall take effect when the further notice is received.

- 2 If the Sub-Contractor:
  - 1 enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
  - 2 without a declaration of solvency, passes a resolution or makes a determination that he be wound up; or
  - 3 has a winding up order or bankruptcy order made against him; or
  - 4 has appointed to him an administrator or administrative receiver; or
  - 5 is a partnership and each partner is the subject of an individual arrangement or any other event or proceedings referred to in clauses 14.2.1 to 14.2.4

the Contractor may terminate the Sub-Contractor's employment by serving a notice. The termination shall take effect when the notice is received.

- 3 If the Sub-Contractor's employment is terminated:
  - 1 the Sub-Contractor shall immediately leave the Site;

- 2 the Contractor shall not be obliged to make any further payments to the Sub-Contractor until after completion of the Sub-Contract Works and the making good of defects;
- 3 there shall be due to the Contractor from the Sub-Contractor the additional costs of completing the Sub-Contract Works including any expenses and direct loss and/or damage incurred by the Contractor as a result of the termination.

#### Termination of the Main Contract

- 15 ·1 If the Contractor's employment under the Main Contract is terminated, the Sub-Contractor's employment under this Sub-Contract shall automatically be terminated. The Sub-Contractor shall immediately leave the Site.
- 2 ·1 If the Contractor's employment under the Main Contract is terminated for any reason other than in consequence of any breach of this Sub-Contract by the Sub-Contractor, the Sub-Contractor shall be entitled to be paid the value of the Sub-Contract Works properly carried out and the reasonable cost of removal from the Site, less sums already paid. Except as provided for in clause 15.2.2 the Sub-Contractor shall not be entitled to loss of profit.
- 2 In addition to any sums payable under clause 15.2.1, the Sub-Contractor shall be entitled to be paid any direct loss and/or damage caused to the Sub-Contractor as a result of the termination of the Contractor's employment under the Main Contract that arises because of the Contractor's insolvency or the Contractor having an administrator or administrative receiver appointed or having a winding-up order or the like made against the Contractor or because of the Contractor's default (other than in consequence of any breach of this Sub-Contract by the Sub-Contractor).

#### Settlement of disputes

- 16 ·1 The Parties may by agreement seek to resolve any dispute or difference arising under this Sub-Contract through mediation.
- ~~·2 Either Party may at any time refer any dispute or difference arising under this Sub-Contract to adjudication in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 except that the adjudicator nominating body shall be:  
Royal Institute of British Architects;  
The Royal Institution of Chartered Surveyors;  
Construction Confederation;  
National Specialist Contractors Council Limited; or  
Chartered Institute of Arbitrators,  
as selected by the referring Party.~~
- 3 Where disputes or differences are to be referred to arbitration pursuant to Article 5, then:
  - 1 a Party referring a dispute or difference to arbitration shall serve on the other Party a notice of arbitration to such effect;
  - 2 the date on which the notice of arbitration is served shall be regarded as the date on which the arbitral proceedings are commenced;
  - 3 the arbitrator shall be an individual agreed by the Parties within 14 days of the date of service of the notice of arbitration or, in the absence of agreement within that period, appointed by the President or a Vice-President of the Chartered Institute of Arbitrators;
  - 4 the arbitration shall be conducted in accordance with the JCT edition of the Construction Industry Model Arbitration Rules applicable to the Main Contract.