

*Version 1.01: December 2019*

*Prepared by: GC*

# **SUB-CONTRACT CONDITIONS**

*These conditions are for use when JAD Joinery Limited is engaged to undertake Work on a full supply & fit basis (where JAD Joinery Limited is engaged as a Sub-Contractor to a Main Contractor).*

## CONDITIONS OF CONTRACT FOR SUB-CONTRACT WORKS

### 1 Definitions

- 1.1 "Sub-Contractor" or "JAD" shall mean JAD Joinery Ltd.
- 1.2 "Contractor" or "Main Contractor" shall mean the company that has engaged or employed JAD to undertake the Sub-Contract Works.
- 1.3 The "Sub-Contract Works" shall mean all work to be undertaken, and materials to be supplied, by JAD in performance of the Sub-Contract and in accordance with The Offer.
- 1.4 The "Site" shall mean the location where the Sub-Contract Works are to be performed.
- 1.5 The "Offer" shall mean the offer, quotation or tender submitted by JAD to the Contractor for providing the Sub-Contract Works.
- 1.6 "Acceptance" means the Contractor's acceptance of JAD's offer to undertake the Sub-Contract works.
- 1.7 The "Sub-Contract" shall mean the contract between Contractor and JAD consisting of: -
  - (i) JAD's offer;
  - (ii) These conditions including any amendments thereto;
  - (iii) The Acceptance; and
  - (iv) Any other documents (or parts thereof) that JAD has either referred to in their offer or that JAD has formally agreed to incorporate in the Sub-Contract.
- 1.8 "The CDM Regulations" shall mean the Construction Design and Management Regulations 2015 (Scotland, England and Wales).
- 1.9 "Practical Completion" of the Sub-Contract Works is reached when the Sub-Contract works are complete except for minor defects and snagging that can be put right without the occupier having to vacate the building.

### 2 Exclusions in the Sub-Contract

- 2.1 JAD has no responsibility or liability for any design.
- 2.2 JAD is not responsible for providing any accommodation, storage, forklift, craneage or any other things unless stated otherwise in the Offer.
- 2.3 JAD will carry out all its work with reasonable skill and care.
- 2.4 JAD is not responsible for providing any protection to existing surfaces or protection of any of the Sub-Contract Works unless otherwise stated in The Offer.
- 2.5 The Contractor shall provide all access free of charge to JAD. All access is to be provided in, and maintained in, a suitable and safe manner by the Contractor. The Contractor shall be entirely liable for ensuring suitability and for safely maintaining access at all times and shall indemnify JAD against any claims arising from its use.
- 2.6 JAD shall supply only hand tools for its own site labour.
- 2.7 Any specific inclusions or exclusions stated in The Offer shall apply.
- 2.8 Should there be any inconsistency between the documents comprising the Sub-Contract, they shall have precedence in the order they are listed in section 1, above.

### 3 Site Conditions

JAD has not inspected the site at the of the Sub-Contract, unless otherwise specified in The Offer. JAD has not allowed for any site access issues or requirements unless specified in The Offer.

### 4 Manner of Carrying Out the Works

- 4.1 JAD shall carry out and complete the Sub-Contract Works in a proper and workmanlike manner, in compliance with the Sub-Contract Documents and in conformity with reasonable directions given in accordance with clauses 4.5 and 14 of these Conditions.
- 4.2 Any notices required by Statutory Requirements shall not be the responsibility of JAD – these shall be prepared and issued by the Contractor.
- 4.3 JAD shall at all times exercise the reasonable skill and care to be expected of a competent joinery contractor with experience and knowledge of completing works similar in nature, scope, complexity and value to the Sub-Contract Works.
- 4.4 The Contractor shall provide JAD with full, unhindered and uninterrupted access to undertake the Sub-Contract Works in accordance with The Sub-Contract. The Contractor shall co-ordinate the work of the various other trade contractors on the site to ensure JAD can progress in this manner and not suffer any delays. JAD shall partake in any co-ordination meetings that the Contractor holds and submits written request for a JAD representative to attend.
- 4.5 The Contractor shall be entitled at any time to issue reasonable directions to JAD in relation to the carrying out and completion of the Sub-Contract Works. Where such direction constitutes a variation to the Sub-Contract, JAD shall advise the Contractor of this within a reasonable time of receiving that direction. Refer to Variations clause 14, below.
- 4.6 JAD shall not be responsible for protection of and for any loss or damage to the Sub-Contract Works once fully or partially, as the case may be, handed over to the Contractor. Refer to Handover Procedure, below. The Contractor shall at that point become responsible for those Sub-Contract Works and shall be liable for the cost of any remedial work necessary if damage occurs to them.
- 4.7 All risk assessments and method statements shall be submitted by JAD to the Contractor no later than 3 days prior to the date for Commencement of the Sub-Contract Works on site.
- 4.8 In the event of any Health and Safety breach or Health and Safety issue that is likely to cause injury or undue risk to JAD's persons or any other persons on site, JAD shall be entitled to notify the Contractor and immediately vacate the site until such time as the Health and Safety issue has been rectified by the Contractor. JAD shall be entitled to an extension of time and to recover any loss and/ or expense from the Contractor that is incurred as a result of taking such action.

#### Handover Procedure:

JAD shall present completed sections of the Sub-Contract Works to the Contractor at regular intervals and shall submit a sign-off sheet identifying the areas of the Sub-Contract Works which JAD considers to be complete and free from defects. The Contractor's Site Representative shall either sign those sheets and return them to JAD or they shall respond with the sheets over-marked detailing what why the

Contractor considers those elements of the Sub-Contract Works are not deemed complete and free from defects. If the Contractor fails to return any sign-off sheet signed or over-marked, as set out above, within 48 hours of receiving it from JAD, then the Contractor shall be deemed to have accepted those works as complete and free from defects on the date they received the sign-off sheet from JAD.

The same process shall be followed in regard to overall completion of the Sub-Contract Works when Practical Completion is achieved (for elements not yet signed off at the time Practical Completion is achieved – assuming sectional sign-off's have been provided).

## **5 Commencement and Completion**

- 5.1 The Contractor shall give JAD at least 7 days notice (The "Notice to Commence") of when the Sub-Contract Works are to commence on site. Any delay in issuing The Notice to Commence shall be a Contractor default for which the Contractor shall be obliged to award the relevant extension of time to JAD for any overall impact the lateness of the Notice and subsequent later commencement has on the overall completion date of the Sub-Contract Works.
- 5.2 The Contractor shall ensure continuity of the Sub-Contract Works. Where continuity is not provided and JAD is of the reasonable opinion that this will result in uneconomical working for JAD, then JAD shall be entitled to withdraw labour from site by first giving the Contractor 24 hours notice of their intention to do so. JAD shall be entitled to an extension of time and to be paid by the Contractor the amount of any loss and/ or expense incurred in taking this course of action. The Contractor shall be required to Notify JAD when the situation has been remedied and when JAD should return to site to continue with the Sub-Contract Works. JAD shall be entitled to inspect the site upon Notice from the Contractor to ensure economical working in accordance with the Sub-Contract is achievable. Should JAD find this not to be the case, JAD may advise the Contractor that the situation has not been adequately remedied and that JAD cannot return to site as a result. Should the situation persist for more than 4 weeks, JAD shall be entitled to terminate their employment under the Sub-Contract by giving 7 day's notice (The "Termination Notice") to the Contractor.
- 5.3 JAD shall notify the Contractor when they are of the opinion the Sub-Contract Works are Practically Complete. The Contractor shall respond to that notice within 3 days if it is of the opinion that the Sub-Contract Works were not Practically Complete on the date notified by JAD. Should the Contractor not issue any notice within the 3 day period, this shall constitute the Contractor's agreement with the date of Practical Completion so notified by JAD.
- 5.4 The Date notified under 5.3, above, shall be the date on which the defects liability period commences in relation to the Sub-Contract Works completed by JAD. The defects liability period shall not exceed 12 months from this date. Refer to Defects Liability clause 8, below.
- 5.5 JAD is not required to provide any Operation and Maintenance documents, guarantees, warranties or the like unless specifically stated in The Offer or otherwise agreed in writing.

## **6 Adjustment of Period for Completion**

- 6.1 JAD may notify the Contractor of any matter that has or is likely to delay commencement, progress or completion of the Sub-Contract Works (The "Notification of Delay") stating the cause or causes and the likely effects (if known at the time of notifying). JAD shall not be required to notify the Contractor of any delays which the Contractor has brought to the attention of JAD or is otherwise already aware of.
- 6.2 JAD may in its Notification of Delay or following its issue, notify the Contractor of the expected effects, including an estimate of any expected delay in the completion of the Sub-Contract Works or of such works in any section beyond the relevant period or period for completion, as stated in the Sub-Contract Particulars or any previously revised period or periods.
- 6.3 JAD shall be entitled, but not obliged, at any time to update and/ or revise Notifications issued under 6.1 and 6.2.
- 6.4 Upon receipt of a Notification of Delay from JAD, the Contractor shall have a period of 4 weeks to review and respond confirming the Adjusted Date for Completion of the Sub-Contract Works that it estimates to be fair and reasonable. The Contractor shall be entitled to make any reasonable request for information required to make a fair and reasonable assessment of JAD's entitlement. Should the Contractor fail to respond within the 4 week period and the Contractor has not dissented to the content of the Notification of Delay, the Contractor shall be deemed to have accepted JAD's assessment of the delay and the date for completion of the Sub-Contract Works shall have automatically been extended.
- 6.5 JAD shall not be obliged to work additional hours or incur any non-productive overtime costs to recover any delays for which JAD is not liable. If the Contractor requires JAD to work additional hours and/ or incur non-productive overtime costs, the Contractor shall be required to instruct JAD accordingly. The instruction shall specify that the Contractor shall pay all additional costs incurred by JAD in complying with that instruction plus an uplift of 25% on all of those costs.

## **7 Relevant Sub-Contract Events**

- 7.1 The following are the Relevant Sub-Contract Events referred to in clause 6 above:
  - .1 Any Variation or Instruction or Direction given by the Contractor in accordance with clause 14, below;
  - .2 Deferment of the commencement of the Sub-subcontract Works by the Contractor;
  - .4 Health & Safety issues resulting in JAD vacating the site – as per clause 4.8, above;
  - .5 JAD's decision to vacate the site due to withdraw labour from site under clause 5.2, above;
  - .6 Any impediment, prevention or default, whether by act or omission, by the Contractor except to the extent directly caused or contributed to by any default, whether by act or omission, of JAD;
  - .7 Any impediment, prevention or default, whether by act or omission, by the Main Contractor or the Employer except to the extent caused or contributed to by any default, whether by act or omission, of the Sub-subcontractor or any of the Sub-subcontractor's persons;
  - .8 Exceptionally adverse weather;
  - .9 Force majeure.

## **8 Inspection, Defective Works and Defects Liability**

- 8.1 The Date notified under 5.3, above, shall be the date on which the defects liability period commences in relation to the Sub-Contract Works completed by JAD. The defects liability period shall not exceed 12 months from this date.

- 8.2 The Contractor shall notify JAD of any defects that appear in the Sub-Contract Works during the defects liability period and JAD shall at its own expense undertake the rectification of such defects within a reasonable time from notification. The latest date for issuing notification of defects shall be the date that is 7 days following the end of the defects liability period.
- 8.3 Where no notice is given pursuant to clause 8,2, the Contractor shall be deemed to have inspected the Sub-Contract Works and found no defects to exist in the Sub-Contract Works.
- 8.4 Where JAD refuses to remedy any such defects in the Sub-Contract Works and/ or fails to remedy them within a reasonable time, the Contractor shall be entitled, after first giving JAD 7 days notice of their intention to do so, remedy the defects itself and/ or to engage others to remedy the defects. The costs of such remedial works shall be recoverable by the Contractor from JAD.

## **9 Payment terms**

### **Interim Payments**

- 9.1 JAD shall issue their first Application for Payment to the Contractor no earlier than the date that is 1 month from the date JAD commenced the Sub-Contract Works. Each subsequent Application for payment shall fall on the same day of each month thereafter (or the closest business day to that date where that date would be a weekend or public holiday or where there is no such day in that month).
- 9.2 The Due Date for Payment of each Application shall be 7 days from the date it is submitted to the Contractor.
- 9.3 The Final Date for Payment shall be 21 days from the Due Date.
- 9.4 The Contractor shall notify JAD of the net amount the Contractor considers became Due to JAD on the Due Date (The "Payment Notice") no later than 5 days following the Due Date specified at clause 9.2, above.
- 9.5 In order for a Payment Notice to be valid, it shall contain an overmark of JAD's Application for Payment that details any changes to the amounts JAD applied for and the reasons for reducing or increasing the amounts, as the case may be. The Payment Notice shall identify the Net Amount Due.
- 9.6 Where no Payment Notice is issued, pursuant to clause 9.4 and 9.5, above, JAD's Application for Payment shall automatically become the Payment Notice.
- 9.7 The Contractor shall pay the Notified Sum plus VAT at the applicable rate no later than the Final Date for Payment.
- 9.8 In the event that the Contractor intends to pay less than the Notified Sum, the Contractor shall not later than 7 days before the Final Date for Payment issue a notice (The "Pay-Less Notice") to JAD. The Pay-Less Notice should fully detail and explain the reasons for the reduction from the Net Amount Due as identified in the Payment Notice.
- 9.9 In the event that the Contractor fails to pay JAD the Notified Sum by the Final Date for Payment, JAD shall be entitled to suspend all of their obligations under the Sub-Contract Works by giving the Contractor 24 hours notice of their intention to do so unless payment is made. JAD shall be entitled to continue to suspend all of its obligations until Payment is received. Following receipt of payment, JAD shall notify the Contractor of the date when they will return to site. The period shall not exceed 2 weeks from date of receipt of payment and shall take into account the reasonable time required for JAD to arrange to return to site and remobilise. Any delay caused to the completion of the Sub-Contract works due to such suspension shall be a Contractor risk event and JAD shall be entitled to an extension of time to cover all time lost. JAD shall also be entitled to be paid any Loss and/ or Expense incurred as a result of having to suspend their obligations.

## **9 Final Account**

- 9.10 The parties shall be free to agree the Final Account at any time and formally record this in writing. Where it is agreed before practical completion of the Sub-Contract Works, the Due Date for Payment of the gross amount less any discount and any previously paid amounts shall become due for payment 4 weeks following the date of Practical Completion of the Sub-Contract Works. Where it is agreed after practical completion of the Sub-Contract Works, the Due Date for Payment of the gross amount less any discount and any previously paid amounts shall become due for payment 4 weeks from the date of agreement.
- 9.11 JAD shall submit its 'Final Account Statement' to the Contractor with 6 months of Practical Completion of the Sub-Contract Works.
- 9.12 The Due Date shall be the date 4 weeks after the date on which JAD submits its Final Account Statement to the Contractor.
- 9.13 Where JAD fails to submit a Final Account Statement, the Contractor shall treat JAD's last Interim Application for Payment as the Final Account Statement.

## **10 Retention**

- 10.1 Where retention is provided for in JAD's Offer or where subsequently agreed in writing by JAD, it shall be deducted from all interim payments, up until Practical Completion of the Sub-Contract Works, at the applicable rate.
- 10.2 The retention rate shall be halved at the date of Practical Completion of the Sub-Contract Works with the first half of the retention fund becoming Due for release on the date of Practical Completion of the Sub-Contract Works.
- 10.3 The second half of the retention shall become Due for release on the date that is 12 months from the date of Practical Completion of the Sub-Contract Works.

## **11 Late Payment Provisions**

- 11.1 The provisions of The Late Payments of Commercial Debts (Interest) Act 1998 shall apply in full in relation to all late payments.

## **12 Sub-Contractor's Superintendence**

JAD shall provide whatever supervision they have stated is allowed for in its Offer. Should the Contractor wish JAD to provide additional supervision at any time and for any reason, the Contractor shall instruct JAD accordingly and the Contractor shall agree to pay JAD the additional costs of the additional supervision provided.

### 13 Variations to the Sub-Contract Price

The Sub-Contract Sum shall, save as provided for under clause 14 below, be a fixed price for the anticipated duration of the Sub-Contract Works, as set out in the Sub-Contract Documents, subject only to increases or decreases as a result of Variations instructed under the Sub-Contract by the Contractor. Should the Sub-Contract Works extend beyond the anticipated duration, as stated above, then JAD shall be entitled to recover any additional costs from the Contractor including, but not limited to, additional labour rates, material price increases, hire rate increases and the like.

### 14 Variation of the Sub-Contract Works

- 14.1 The Contractor shall not vary the Sub-Contract except by giving instructions in writing to JAD in accordance with these Sub-Contract Conditions.
- 14.2 All instructions shall be in writing and shall be issued to JAD by first class registered post.
- 14.3 JAD shall be entitled to reasonably object to comply with any instruction on the basis it is either unreasonable, cannot be complied with by JAD and/ or it is for work that JAD does not undertake or provide.
- 14.4 Where an instruction will result in an addition to the Sub-Contract Sum, JAD shall be entitled to issue a quote (the 'Variation Quotation') for the works prior to complying with the relative instruction. Where a Variation Quotation is submitted to the Contractor, the Contractor shall have 2 working days to accept or reject the quotation. If the Contractor accepts the Variation Quotation, the amount shall be added to the Sub-Contract Sum. Where the Contractor rejects or fails to accept the Variation Quotation within 2 working days, JAD shall not be obliged to follow the instruction and the instruction shall be treated as redundant. JAD may, but is not required to, write to the Contractor notifying him that the instruction is treated as being redundant on that basis.
- 14.5 Where JAD becomes aware of a variation to the Sub-Contract Works that the Contractor may not be aware of or that the contractor has failed to issue an instruction to deal with, JAD may write to the Contractor to bring this variation to the Contractor's attention. The Contract shall then issue the appropriate instruction to deal with the variation.
- 14.6 Where any instruction is late or any agreement in relation to the Variation Quotation delays the Sub-Contract Works, this shall be the sole liability of the Contractor and the Contractor agrees to indemnify JAD in respect of all such delays and additional costs accruing as a result of such delays.
- 14.7 Where variations are undertaken without any agreement as to the value, JAD may undertake these at their sole discretion, so as not to delay the Sub-Contract Works. In such instances, JAD shall be entitled to be paid a reasonable amount for the varied works and the minimum amount JAD shall be entitled to shall be the amount of the works valued on a daywork basis using the following agreed rates:
- |             |                           |
|-------------|---------------------------|
| Labour –    | Net hourly rate of £35/hr |
| Materials - | Cost plus 30%             |
| Plant -     | Cost plus 30%             |
- 14.8 JAD will submit Daywork Sheets to the Contractor's Site Manager or Representative within a reasonable time of the work being undertaken on daywork being completed. The Contractor's Site Manager or Representative shall sign Daywork Sheets as agreement that the hours stated against the daywork item are accurate and are accepted by the Contractor. Should the Contractor's Site Manager or Representative fail to sign and return Daywork Sheets with 48 hours of them having been submitted by JAD, and the Contractor has not formally dissented to them or queried them, the Daywork Sheets shall be deemed to have been accepted by the Contractor whether signed or not.
- 14.9 JAD shall be entitled to apply for payment for Dayworks in the next Application for Payment following the expiry of 48 hours after the submission of the relevant Daywork Sheet, whether signed or not.

### 15 Statutory Duties and Safety

- 15.1 JAD shall be operating as a Sub-Contractor on site. The Contractor shall be in possession of the site at all times and shall be fully responsible for ensuring all plant, equipment, storage and facilities that it is providing to JAD is maintained in a suitable manner that will not cause harm to health or injury.
- 15.2 The Contractor shall indemnify JAD from any claims of their employees and/ or Sub-Contractors from any claims arising out of the Contractor's own negligent acts or omissions and/ or failures to comply with their statutory duties as Principal Contractor.
- 15.3 In the event of any Health and Safety breach or Health and Safety issue that is likely to cause injury or undue risk to JAD's persons or any other persons on site, JAD shall be entitled to notify the Contractor and immediately vacate the site until such time as the Health and Safety issue has been rectified by the Contractor. JAD shall be entitled to an extension of time and to recover any loss and/ or expense from the Contractor that is incurred as a result of taking such action.

### 16 Free Issue of Materials

Where the Contractor, for the purpose of the Sub-Contract, issues materials free of charge to JAD, such materials shall be and remain the property of the Contractor. The Contractor shall maintain full responsibility for the security and protection of all such materials and JAD shall only assume responsibility for damage if they either damage the goods whilst incorporating them into the Works as a result of their own negligence.

### 17 Indemnity

The Contractor shall take every practical precaution not to damage any of the Sub-Contract Works or injure any persons. The Contractor shall satisfy all claims found on any such damage or injury which arise out of or in consequence of any act or omission of the Contractor whether such claims are made by JAD or by a third party against the Contractor or against JAD. The Contractor shall indemnify and hold harmless JAD against all actions, demands, damages, costs, charges and expenses whatsoever and howsoever arising out of or in any way connected with any such damage or injury resulting from the Contractor's acts or omissions.

## **18 Entire Agreement**

This Sub-Contract, comprising the documents set out in clause 1.7 of these Conditions form the entire agreement between JAD and the Contractor to the exclusion of all previous discussions, understandings, qualifications, quotations and the like.

## **19 Termination**

- 19.1 The Contractor may terminate JAD's employment under the Sub-Contract by giving no less than 7 days Notice of their intention to do, only following a fundamental breach of this Sub-Contract by JAD that JAD fails to remedy within 7 days of the Contractor serving a Default Notice on JAD detailing the breach and remedial action sought.
- 19.2 JAD may terminate its own employment under the Sub-Contract at any time, where the Contractor has committed a breach of the Sub-Contract, by giving the Contractor not less than 5 days Notice of their intention to do so should the breach not be remedied within the 5 days notice period.
- 19.3 JAD may terminate its own employment, at will, under the Sub-Contract at any time by giving not less than 5 days Notice of its intention to do so.
- 19.4 Where the Contractor is apparently insolvent, the JAD's employment under the Sub-Contract shall terminate immediately. JAD may notify the Contractor of termination on this basis if appropriate to do so.
- 19.5 For the avoidance of doubt, the Sub-subcontractor is insolvent if:
- .1 he enters into an arrangement, compromise or composition in satisfaction of his debts; or
  - .2 without a declaration of solvency, he passes a resolution or makes a determination that he be wound up; or
  - .3 he has a winding up order or bankruptcy order made against him;
  - .4 he has appointed to him an administrator or administrative receiver; or
  - .5 he is the subject of any analogous arrangement, event or proceedings in any other jurisdiction.
- 19.6 If the JAD's employment is terminated, JAD shall immediately vacate the site and shall remove all property belonging to them or being rented by them including but not limited to temporary buildings, tools, plant, equipment, goods and materials.
- 19.7 The Contractor fully indemnifies JAD against all losses of any kind including but not limited to loss of profit, loss of opportunity, loss of contracts, loss of overhead recovery and/or any other losses and / or expenses arising out of or in connection with such a termination.
- 19.8 Following termination, JAD shall be entitled to submit its Final Application for Payment for all work completed including all materials agreed to be left on site, all materials procured that cannot be returned and/ or restocking charges, costs of transport, abortive work costs, and all claims that JAD is entitled to make under these Conditions. The Due Date for payment of that Application shall be the date on which JAD submits it to the Contractor. The Final Date for Payment shall be 14 days from the Due Date.

## **20 Settlement of Disputes**

- 20.1 If any dispute or difference arises under this contract, either party may refer it to Adjudication.
- 20.2 In the event of a dispute arising, either party may give notice in writing ("Notice of Adjudication") to the other at any time of his intention so to do.
- 20.3 The Adjudication shall be conducted in accordance with The Scheme for Construction Contracts (Scotland) Regulations 1998, as amended at the time of the Sub-subcontract.
- 20.4 The Adjudicator shall be permitted to correct any decision so as to remove clerical or typographical error arising by accident or omission.
- 20.5 Each party shall bear its own costs in any Adjudication.
- 20.6 The Adjudicator shall determine how his/her fees and expenses shall be allocated as between the parties in any Adjudication.

## **21 Jurisdiction and applicable law**

The Sub-subcontract shall be governed and construed in all respects by Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.

## **22 Third Party Rights**

Nothing in this Sub-Contract confers or is intended to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 who is not a party to it.

## **23 Notices**

- 23.1 All notices, including those relative to Payment, that the Contractor is required to give to JAD shall be given in writing and shall only be effectively served by one or more of the following means:
- .1 First class recorded post and shall be deemed to have been served on the date it is delivered to JAD's registered office, as set out in this Sub-Contract
  - .2 Hand-delivered shall be deemed to have been served on the date it is delivered to JAD's registered office, as set out in this Sub-Contract. Where served by this means, the Contractor shall obtain a written receipt from JAD to confirm delivery.
- 23.2 All notices that JAD is required to give to the Contractor shall be given in writing and shall only be effectively served by one or more of the following means:
- .1 Email to any representative or employee of the Contractor or such other email address as has been used for general correspondence in relation to the Sub-Contract Works. By this means, the notice shall have been served at the time of sending the email.
  - .2 First class recorded post and shall be deemed to have been served on the date it is delivered to the Contractor's address, as set out in this Sub-Contract

.3 If hand-delivered to and shall be deemed to have been served on the date it is delivered to the Contractor's address, as set out in this Sub-Contract. Where served by this means, JAD shall obtain a written receipt from the Contractor to confirm delivery.

**24 No change or waiver**

No change or waiver of this Sub-Contract, unless provided by these Sub-Contract Conditions, has effect unless it has been agreed and confirmed in writing and signed by an authorised signatory of JAD.

**25 Severability**

If any clause or clauses of these Sub-Contract Conditions or any part or parts of any other Sub-Contract document is held to be illegal, invalid or unenforceable, such decision shall not affect the validity of the remainder of the Sub-Contract Conditions or Sub-Contract Document in which that clause or those clauses or part or parts is contained, as applicable, to the extent that the remaining clauses and parts are operable without the offending clause or clauses or part or parts and shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional clause or part being declared severable.