

SUB-CONTRACT PARTICULARS

Item 15 revised as follows (in bold italics):

15	Price treatment if, based on the final quantities, the value represented by all actual unit costs deviates from the value represented by all the prime cost rates beyond the extent stated here	<p>In lieu of the adjustment for the net difference only between the actual unit cost and the prime cost rate as described in Clause 6.11.4, if:</p> <p>sum of all [actual unit cost x final quantity] / sum of all [prime cost rate x final quantity] - 1 > + or - _____%,</p> <p>then:</p> <p>sum of all [(actual unit cost - prime cost rate) x (1 + _____% other costs, if the prime cost is for supply only) x (1 + _____% profits and overheads) x final quantity] shall be added or subtracted from the final Sub-Contract Price as the case may be.</p> <p style="text-align: center;">$\frac{\sum [FQ \times AUC]}{\sum [FQ \times PC]} - 1 > \pm \text{_____}\%$</p> <p>then the following amount shall be added to or subtracted from the final Sub-Contract Price as the case may be:</p> <p>(a) for all prime cost rates which are for supply only:</p> <p style="text-align: center;">$\frac{\sum [FQ \times (AUC - PC)]}{x (1 + \text{_____}\%OC) x (1 + \text{_____}\%P\&O)}$</p> <p>(b) for all prime cost rates which are for supply and fix / install / apply:</p> <p style="text-align: center;">$\sum [FQ \times (AUC - PC) x (1 + \text{_____}\%P\&O)]$</p> <p>where: Σ = sum of those in [] FQ = final quantity of a prime cost rate item AUC = actual unit cost of that item PC = prime cost rate for that item %OC = % to cover other costs (delivering, fixing and wastage) %P&O = % to cover profits and overheads</p>
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**APPENDIX A TO SUB-CONTRACT PARTICULARS –
Contractors' All Risks and Third Party Liability Insurance Policy or Synopsis**

Item 3(g) added as follows:

3	(g)	Indemnity in respect of liability for death, bodily injury, illness or disease arising out of or in the course of undertaking any activity in connection with an insured contract in respect of any person to whom any part of the insured contract has been sub-contracted, including but not limited to self-employed person(s) and/or sole proprietor	Covered / excluded (delete as appropriate)
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SUB-CONTRACT CONDITIONS

Clause 4.2.2 renumbered as 4.3.2.

Clause 4.2.3 renumbered as 4.3.3.

Clause 9.10 "Checking of documents and site conditions" revised as follows (in bold italics):

"9.10.1 Before ordering a material or carrying out an item of work, the Sub-Contractor shall, ***to the extent relevant to this Sub-Contract, (a)*** check the latest set of documents and, if available for access, the latest site dimensions and conditions to identify any documentary or physical contradictions, discrepancies, divergences, uncertainties, conflict between various trades, non-buildability, and obvious non-compliance with statutory requirements, ***(b)*** co-ordinate and resolve those resolvable by himself, and ***(c)*** notify those to be resolved by the Contractor or amounting to a Variation for his resolution or instruction."

Clause 11.4 "Termination of Head Contract by the other contract party" revised as follows (in bold italics):

" If for any reason the Head Contract is terminated by the other contract party employing the ~~Sub~~-Contractor or his employment under the Head Contract is determined by the other contract party employing him, then the employment of the Sub-Contractor under this Sub-Contract shall also determine at the same time. This shall be without prejudice to any other rights or remedies which the Contract Parties may possess."