
Contents

<i>Preface to the Fourth Edition</i>	<i>xvii</i>
<i>Introduction</i>	<i>xix</i>
1 Tendering	1
<i>Letters</i>	
1 To architect, requesting inclusion in list of tenderers	2
2 To architect, if no response to request for inclusion on list of tenderers	3
3 To architect, agreeing to tender	4
4 To architect, if contractor unwilling to tender	5
5 To architect, if contractor asked to provide information prior to inclusion on tender list	6
6 To architect, if the contractor is informed that the tender date is delayed and is still willing to submit tender	7
7 To architect, if the contractor is informed that the tender date is delayed and is unwilling to tender	8
8 To architect, acknowledging receipt of tender documents	9
9 To architect, regarding questions during the tender period	10
10 To architect, requesting extension of tender period	11
11 To architect, withdrawing qualification to tender	12
12 To architect, if confirming offer where the overall price is dominant	13
13 To architect, if withdrawing offer where the overall price is dominant	14
14 To architect, if amending offer where the pricing document is dominant	15
15 To architect, if tender accepted (a)	16
16 To architect, if tender accepted (b)	17
17 To architect, if tender accepted (c)	18
18 To architect, if purporting to accept tender	19
19 To architect, if another tender accepted	20
2 Contract Documents	21
<i>Letters</i>	
20 To architect, returning contract documents	23
21 To architect, if mistakes in contract documents and previous acceptance of tender	24

22	To architect, if mistakes in contract documents and no previous acceptance of tender	25
23	To architect, if contractor asked to commence before contract documents signed, but tender accepted	26
24	To architect, if contractor asked to commence before contract documents signed and tender not accepted	27
25	To architect, if contract not signed and certification due	28
3	Insurance and Other Project Planning Matters	29
	<i>Letters</i>	
26	To architect, seeking approval to the names of insurers for employer's liability	30
27	To architect, regarding contractor's insurance (a)	31
28	To architect, regarding contractor's insurance (b)	32
29	To employer, regarding contractor's insurance (c)	33
30	To employer, within 21 days of acceptance of tender or renewal of insurance	34
31	To architect, after approval of insurers for employer's liability	35
32	To architect, regarding professional indemnity insurance	36
33	To architect, if professional indemnity insurance is no longer available at commercially reasonable rates	37
34	To architect, if Joint Fire Code remedial measures are a variation	38
35	To architect, if Joint Fire Code remedial measures are a variation, but require emergency action	39
36	To employer, regarding employer's insurance (a)	40
37	To employer, regarding employer's insurance (b)	41
38	To employer, regarding employer's insurance (c)	42
39	To employer, who fails to maintain insurance cover (a)	43
40	To employer, who fails to maintain insurance cover (b)	44
41	To architect and employer, if any damage occurs due to an insured risk (a)	45
42	To architect and employer, if any damage occurs due to an insured risk (b)	46
43	To architect, on receipt of letter of intent	47
44	To architect, if contractor asked to sign a warranty	48
45	To architect, on receipt of defective third party rights notice	49
46	To architect, on receipt of request for warranty	50
47	To architect, if contractor asked to supply a performance bond	51
48	To employer, if asked to execute a novation agreement	52
49	To architect, enclosing the construction phase plan	54
50	To architect, regarding person-in-charge or agent (a)	56
51	To architect, regarding the appointment of a site manager (b)	57
52	To architect, regarding consent to removal or replacement of site manager	58

53	To architect, if required to furnish names and addresses of operatives	59
54	To architect, if passes are required	60
55	To employer, regarding the employer's representative	61
56	To employer, regarding the project manager	62
4	Operations on Site	63
	<i>Letters</i>	
57	To employer, if possession not given on the due or the deferred date (a)	64
58	To employer, if possession not given on the due date (b)	66
59	To architect, if date for possession advanced	67
60	To employer, giving consent to the engagement of other persons	68
61	To employer, withholding consent to the engagement of other persons	69
62	To architect, regarding items in minutes of site meeting	70
63	To architect, enclosing master programme (a)	71
64	To architect, enclosing master programme (b)	72
65	To architect, enclosing revision to the master programme	73
66	To architect, requesting information	74
67	To architect, if insufficient information on setting out drawings	75
68	To architect, requesting information that setting out is correct	76
69	To architect, if information received late	77
70	To architect, if information not received in accordance with the information release schedule	78
71	To architect, if design fault in architect's or consultant's drawings	79
72	To architect, if a design fault in architect's or consultant's drawings which the architect refuses to correct	80
73	To architect, if contractor providing contractor's design documents	81
74	To architect, who fails to return the contractor's drawings in due time	82
75	To architect, if architect returns contractor's design document marked 'C'	83
76	To architect, if architect confirms a comment on documents marked 'C'	84
77	To architect, if contractor providing contractor's design documents	85
78	To architect, if contractor providing levels and setting out information	86
79	To architect, who returns contractor's drawings with comments	87
80	To architect, if discrepancy found between documents	88
81	To architect, if discrepancy within the Employer's Requirements	89

82	To architect, if discrepancy within the Contractor's Proposals	90
83	To architect, if discrepancy found between Employer's Requirements and Contractor's Proposals	91
84	To architect, if alleging that contractor should have checked the design	92
85	To employer, pointing out design error in Employer's Requirements	93
86	To architect, requesting directions to integrate the design	94
87	To architect, noting divergence between statutory requirements and other documents (a)	95
88	To architect, noting divergence between statutory requirements and other documents (b)	96
89	To architect, if emergency compliance with statutory requirements required	97
90	To architect, if a change in statutory requirements after base date	98
91	To architect, if development control decision after base date	99
92	To employer (not being a local authority), objecting to the nomination of a replacement architect	100
93	To employer (not being a local authority), objecting to the nomination of the employer as replacement architect	101
94	To employer, if replacement architect not appointed	102
95	To employer, objecting to the nomination of a replacement quantity surveyor	103
96	To architect, regarding directions issued on site by the clerk of works	104
97	To architect, regarding instructions issued on site by the clerk of works	105
98	To architect, if clerk of works defaces work or materials	106
99	To architect, if numerous 'specialist' clerks of works visiting site	107
100	To architect, if clerk of works instructs operatives direct	108
101	To quantity surveyor, submitting a Schedule 2 quotation	109
102	To architect, regarding verification of vouchers for daywork	110
103	To employer, if disagreement over whether work is a variation or included in the contract	111
104	To architect, requiring the specification of the clause empowering an instruction (a)	112
105	To architect, requiring the specification of the clause empowering an instruction (b)	113
106	To architect, confirming an oral instruction	114
107	To architect, requesting confirmation of an oral instruction	115
108	To architect, if oral instruction not confirmed in writing	116
109	To architect, objecting to exclusion of person from the Works (a)	117
110	To employer, objecting to exclusion of person from the Works (b)	118
111	To architect, objecting to instruction varying obligations or restrictions	119

112	To architect, withholding consent to instruction altering the design of the Works	120
113	To architect, if attempting to vary the Contractor's Proposals	121
114	To architect, on receipt of 7 day notice requiring compliance with instruction (a)	122
115	To architect, on receipt of notice requiring compliance with instruction (b)	124
116	To architect, if instruction will affect the contractor's designed portion	126
117	To architect withholding consent, if instruction will affect the contractor's design	127
118	To architect, removal of unfixed materials	128
119	To architect, if materials are not procurable	129
120	To architect, if wishing to substitute materials or goods	130
121	To architect, after failure of work or materials or goods	131
122	To architect, if contractor objects to complying with a clause 3.15.1 instruction	132
123	To architect, after work opened up for inspection	133
124	To architect, if excavations ready for inspection	134
125	To architect, if issuing an instruction after ordering removal of defective work	135
126	To architect, if issuing instruction for opening up after ordering removal of defective work	136
127	To architect, if issuing instruction for removal of defective work	137
128	To architect, if wrongly issuing instruction following failure to carry out the work in a proper and workmanlike manner	138
129	To architect, if work to be covered up	139
130	To architect, if antiquities found	140
5	Payment	142
	<i>Letters</i>	
131	To architect, enclosing interim application for payment (a)	143
132	To architect, enclosing interim application for payment (b)	144
133	To quantity surveyor, submitting valuation application	145
134	To architect, if quantity surveyor fails to respond to the valuation application	146
135	To architect, if interim certificate not issued	147
136	To architect, if certificate insufficient	148
137	To employer, if payment not made in full and no withholding notice issued	149
138	To architect, regarding copyright if payment withheld	150
139	To employer, if the advance payment is not paid on the due date	151
140	To architect, if valuation not carried out in accordance with the priced activity schedule	152
141	To architect, if contractor not asked to be present at measurement	153

142	To architect, requesting payment for off-site materials	154
143	To employer, giving 7 days notice of suspension	155
144	To employer, if payment in full has not been made within 7 days despite notice of suspension	156
145	To employer, requesting interest on late payment	157
146	To employer, requesting retention money to be placed in a separate bank account	158
147	To employer, if failure to place retention in separate bank account	159
148	To architect, enclosing all information for preparation of final certificate	160
149	To architect, enclosing final account	161
150	To employer, disputing the final account	162
151	To architect, if final certificate not issued on the due date (a)	163
152	To architect, if final certificate not issued on the due date (b)	164
153	To architect, if final certificate not issued on the due date (c)	165
6	Extensions of Time	166
	<i>Letters</i>	
154	To architect, if delay occurs, but no grounds for extension of time	167
155	To architect, when cause of delay ended if no grounds for extension of time	168
156	To architect, if delay occurs giving grounds for extension of time (a)	169
157	To architect, if delay occurs giving grounds for extension of time (b)	170
158	To architect, providing further particulars for extension of time (a)	171
159	To architect, providing further particulars for extension of time (b)	172
160	To architect, if requesting further information in order to grant extension of time	173
161	To architect, if unreasonably requesting further information in order to grant an extension of time	174
162	To architect, if extension of time is insufficient	175
163	To architect, who is not willing to reconsider an insufficient extension of time	176
164	To architect, if extension of time not properly attributed	177
165	To architect, if extension of time not granted within time stipulated	178
166	To architect, if slow in granting extension of time	179
167	To architect, if review of extensions not carried out (a)	180
168	To architect, if review of extensions not carried out (b)	181
169	To architect, if no final decision on extensions of time (c)	182
170	To architect, who alleges that contractor is not using best endeavours	183
171	To architect, if non-completion certificate or notice wrongly issued	184

172	To employer, if liquidated damages wrongfully deducted	185
173	To employer, if damages repaid without interest	186
7	Loss and/or Expense	187
	<i>Letters</i>	
174	To architect, applying for payment of loss and/or expense (a)	188
175	To architect, applying for payment of loss and/or expense under the supplemental provisions (b)	189
176	To architect, applying for payment of loss and/or expense (c)	190
177	To architect, applying for payment of expense (d)	191
178	To architect, giving further details of loss and/or expense (a)	192
179	To architect or quantity surveyor, enclosing details of loss and/or expense (b)	193
180	To quantity surveyor, providing information for calculation of expense (c)	194
181	To architect, if ascertainment delayed (a)	195
182	To architect, if ascertainment delayed (b)	196
183	To architect, if ascertainment too small	197
184	To employer, regarding a common law claim	198
185	To employer, regarding a common law claim	199
8	Termination, Arbitration, Adjudication and Completion	200
	<i>Letters</i>	
186	To employer or architect, if default notice served	201
187	To employer or architect, if default notice served justly	203
188	To employer, if premature termination notice issued	204
189	To employer who terminates after notification of cessation of terrorism cover	205
190	To employer, giving notice of default before termination	206
191	To employer, terminating employment after default notice	207
192	To employer, terminating employment on the employer's insolvency	208
193	To employer, where either party may terminate	209
194	To employer, terminating if suspension has not ceased after notice	210
195	To employer, terminating employment after damage by insured risk	211
196	To employer, giving notice of intention to refer a dispute to adjudication	212
197	To nominating body, requesting nomination of an adjudicator	213
198	To adjudicator, enclosing the referral	214
199	To employer, if the adjudicator's decision is in your favour	215
200	To employer, requesting concurrence in the appointment of an arbitrator	216
201	To appointing body, if there is no concurrence in the appointment of an arbitrator	217

202	To architect, if practical completion of the Works or a section imminent	218
203	To architect, if completion certificate wrongly withheld (a)	219
204	To architect, if completion statement wrongly withheld (b)	220
205	To employer, consenting to early use	221
206	To employer, consenting to partial possession (a)	222
207	To employer, consenting to partial possession (b)	223
208	To employer, issuing written statement of partial possession	224
209	To employer, refusing consent to partial possession	225
210	To architect, after receipt of schedule of defects	226
211	To architect, when making good of defects completed	227
212	To architect, returning drawings, etc. after final payment if requested	228
9	Sub-Contractors	229
	<i>Letters</i>	
213	To employer, requesting consent to assignment	230
214	To employer, if asked to consent to assignment	231
215	To sub-contractor, assessing competence under the CDM Regulations	232
216	To a designer, assessing competence under the CDM Regulations	233
217	To architect, requesting consent to sub-letting	234
218	To employer, requesting consent to addition of persons to clause 3.8 list	235
219	To employer, giving consent to addition of person to clause 3.8 list	236
220	To sub-contractor: letter of intent	237
221	To sub-contractor, regarding part of the construction phase plan	238
222	To sub-contractor, enclosing part of the construction phase plan	239
223	To domestic sub-contractor, requiring a warranty if not noted in the invitation to tender	240
224	To domestic sub-contractor, requiring a warranty if not noted in the contract documents	241
225	To architect, if domestic sub-contractor refuses to provide a warranty which was not originally requested	242
226	To architect, objecting to a named person (a)	243
227	To architect, objecting to a nominated sub-contractor (b)	244
228	To architect, if contractor unable to enter into a sub-contract with named person (a)	245
229	To architect, if unable to enter into sub-contract with named person in accordance with particulars (b)	246
230	To architect, if some listed sub-contractors will not tender	247
231	To architect, if contractor enters into a sub-contract with named person	248
232	To architect, if contractor enters into contract with named person	249
233	To sub-contractor, regarding insurance	250

234	To sub-contractor that fails to maintain insurance cover	251
235	To sub-contractor, enclosing drawings	252
236	To sub-contractor, if asked to consent to assignment	253
237	To sub-contractor that sub-lets without consent	254
238	To sub-contractor, giving consent to sub-letting	255
239	To sub-contractor, if no person-in-charge	256
240	To sub-contractor, requiring compliance with direction	257
241	To sub-contractor that fails to comply with direction	258
242	To sub-contractor, if contractor dissents from alleged oral direction	259
243	To sub-contractor that wrongly confirms an oral direction	260
244	To sub-contractor that confirms an oral direction which was given	261
245	To sub-contractor, if non-compliant work allowed to remain	262
246	To sub-contractor, if defective work opened up	263
247	To sub-contractor, inspection after failure of work	264
248	To sub-contractor, after failure of work	265
249	To sub-contractor, accepting Schedule 2 quotation	266
250	To sub-contractor, rejecting Schedule 2 quotation	267
251	To sub-contractor, if necessary to measure work	268
252	To sub-contractor, fixing a new period for completion	269
253	To sub-contractor, fixing a new period for completion after practical completion of the sub-contract works	270
254	To sub-contractor, if no extension of time due	271
255	To sub-contractor, if claim for extension of time is not valid	272
256	To sub-contractor, if sub-contract works not complete by due date (a)	273
257	To sub-contractor, if sub-contract works not complete within the period for completion (b)	274
258	To sub-contractor, requesting further information in support of a financial claim	275
259	To sub-contractor, applying for payment of loss and/or expense (a)	276
260	To sub-contractor, applying for payment of loss and/or expense (b)	277
261	To sub-contractor, giving notice of an interim payment	278
262	To sub-contractor, enclosing payment	279
263	To sub-contractor, giving withholding notice	280
264	To adjudicator, enclosing written statement	281
265	To sub-contractor if adjudicator appointed, but there is no dispute	282
266	To adjudicator, if there is no dispute	283
267	To sub-contractor, if sub-contractor has wrongly sent 7 day notice of intention to suspend performance of obligations	284
268	To sub-contractor, if sub-contractor has correctly sent 7 day notice of intention to suspend performance of obligations	286
269	To sub-contractor, requesting documents for calculation of the final sub-contract sum	287

270	To sub-contractor that has failed to submit documents for the calculation of the final sub-contract sum (a)	288
271	To sub-contractor that has failed to submit documents for the calculation of the final sub-contract sum (b)	289
272	To sub-contractor, enclosing final payment	290
273	To employer, giving notice of the named sub-contractor's default	291
274	To sub-contractor, giving notice of default before termination	292
275	To sub-contractor, giving notice before determination	293
276	To architect, if termination of named person's employment possible	294
277	To sub-contractor, terminating employment after default notice (a)	295
278	To sub-contractor, determining the sub-contract after notice (b)	296
279	To sub-contractor, determining the sub-contract without prior notice	297
280	To sub-contractor, terminating employment after termination of the main contract	298
281	To sub-contractor, termination on insolvency	299
282	To sub-contractor, if cessation of terrorism cover notified	300
283	To sub-contractor, notifying the employer's election after cessation of terrorism cover notified	301
284	To sub-contractor that serves a default notice (a)	302
285	To sub-contractor that serves a default notice before determination (b)	303
286	To sub-contractor that serves notice of termination (a)	304
287	To sub-contractor that serves notice of determination (b)	306
288	To architect, if employment of named person terminated	308
289	To architect, if employment of named person terminated under ICSUB/NAM/C clause 7.4, 7.5 or 7.6	309
290	To architect, if contractor instructed to carry out named person's work after termination of named person's employment	311
291	To architect, if contractor decides to sub-let after termination of named person's employment	312
292	To employer, if money recovered after termination of named person's employment	313
293	To sub-contractor, requesting details for the health and safety file	314
294	To sub-contractor, if contractor dissents from date of practical completion	315
295	To sub-contractor, notifying practical completion after earlier dissent	316
296	To sub-contractor, enclosing schedule of defects	317
297	To sub-contractor, directing that some defects are not to be made good	318
298	To sub-contractor, if deduction made under main contract for inaccurate setting out	319

299	To architect, if action threatened because of named person's design failure	320
300	To sub-contract architect, engineer or other consultant, regarding professional indemnity insurance	321
301	To sub-contract architect, engineer or other consultant, if late in providing information	322
302	To sub-contract architect, engineer or other consultant, if action threatened because of design failure	323
303	To sub-contract architect, engineer or other consultant, at the end of a successful project	324
<i>Index</i>		325