

Revising the programme 32

- 32.1 The *Subcontractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Subcontractor* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Subcontractor* proposes to make to the Accepted Programme.
- 32.2 The *Subcontractor* submits a revised programme to the *Contractor* for acceptance
- within the *period for reply* after the *Contractor* has instructed him to,
 - when the *Subcontractor* chooses to and, in any case,
 - at no longer interval than the interval stated in the Subcontract Data from the *subcontract starting date* until Completion of the whole of the *subcontract works*.

Access to and use of the Site 33

- 33.1 The *Contractor* allows access to and use of each part of the Site to the *Subcontractor* which is necessary for the work included in this subcontract. Access and use is allowed on or before the later of its *subcontract access date* and the date for access shown on the Accepted Programme.

Instructions to stop or not to start work 34

- 34.1 The *Contractor* may instruct the *Subcontractor* to stop or not to start any work and may later instruct him that he may re-start or start it.

Take over 35

- 35.1 The *Contractor* need not take over the *subcontract works* before the Subcontract Completion Date if it is stated in the Subcontract Data that he is not willing to do so. Otherwise the *Contractor* takes over the *subcontract works* not later than two weeks after Completion.
- 35.2 The *Employer* or the *Contractor* may use any part of the *subcontract works* before Completion has been certified. If he does so, the *Contractor* takes over the part of the *subcontract works* when the *Employer* or the *Contractor* begins to use it except if the use is
- for a reason stated in the Subcontract Works Information or
 - to suit the *Subcontractor's* method of working.
- 35.3 The *Contractor* certifies the date upon which he takes over any part of the *subcontract works* and its extent within two weeks of the date.

Acceleration 36

- 36.1 The *Contractor* may instruct the *Subcontractor* to submit a quotation for an acceleration to achieve Completion before the Subcontract Completion Date. The *Contractor* states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Subcontract Completion Date and the changed Key Dates. The *Subcontractor* submits details of his assessment with each quotation.
- 36.2 The *Subcontractor* submits a quotation or gives his reasons for not doing so within the *period for reply*.

core clauses
main option clauses
secondary option clauses
cost components
subcontract data

SUBCONTRACT DATA

Part one – Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete subcontract.

Statements given in all subcontracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option, dispute resolution Option and secondary Options of the NEC3 Engineering and Construction Subcontract June 2005 (with amendments June 2006).
- The *works* in the main contract are
.....
- The *subcontract works* are
.....
- The *Contractor* is
Name
Address
- The *Employer* in the main contract is
Name
Address
- The *Project Manager* in the main contract is
Name
Address
- The *Supervisor* in the main contract is
Name
Address
- The *Adjudicator* in this subcontract is
Name
Address

| |
|--------------------------|
| core clauses |
| main option clauses |
| secondary option clauses |
| cost components |
| subcontract data |

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is
- The place where the arbitration is to be held is
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is

If the *Contractor* has decided the *subcontract completion date* for the whole of the *subcontract works*

- The *subcontract completion date* for the whole of the *subcontract works* is

If the *Contractor* is not willing to take over the *subcontract works* before the *Subcontract Completion Date*

- The *Contractor* is not willing to take over the *subcontract works* before the *Subcontract Completion Date*.

If no programme is identified in part two of the *Subcontract Data*

- The *Subcontractor* is to submit a first programme for acceptance within weeks of the *Subcontract Date*.

If the *Contractor* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

| <i>condition</i> to be met | <i>key date</i> |
|----------------------------|-----------------|
| 1 | |
| 2 | |
| 3 | |

If the period in which payments are made is not four weeks and Y(UK)2 is not used

- The period within which payments are made is

If Y(UK)2 is used and the final date for payment is not 21 days after the date when payment is due

- The period for payment is

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