



## CIS (UK) Limited

St Mawgan House,  
Newquay Cornwall Airport,  
St Mawgan, Newquay,  
Cornwall, TR8 4RQ, UK

**T** +44 (0)1637 860 283

**F** +44 (0)1637 861 039

**E** [info@cisgroup.co.uk](mailto:info@cisgroup.co.uk)

**W** [www.cisgroup.co.uk](http://www.cisgroup.co.uk)

# CIS (UK) Limited Terms and Conditions



**Notwithstanding that the parties may enter into a standard form of contract following acceptance of CIS (UK) Ltd Estimate, the following Special Terms and Conditions are incorporated into CIS (UK)'s Estimate and supercede all other offers and conditions.**

### 1. Interpretation

**The following expressions shall have the following meanings:**

**Application:** means CIS (UK)'s application for payment or invoice.

**CDM Regulations:** means the Construction (Design & Management) Regulations 2007 or any amendment, modification, extension or re-enactment thereof.

**Contract Documents:** means these Special Terms and Conditions and the Estimate and any documents referred to therein.

**Contract Rate:** means the rate stated in the Estimate.

**Contract Sum:** means the sum stated in the Estimate.

**Defects Liability Period:** means a period of 6 months from the date of practical completion of the Works.

**Employer:** The organisation, person, contractor, authority or professional body to whom the Estimate is provided or who are employing CIS (UK) to carry out the Works.

**Estimate:** means CIS (UK)'s estimate for the Works

**Employer's Agent:** means any architect/contract administrator/agent engaged by the Employer in connection with the Works as the context permits

**LADs:** means liquidated and ascertained damages calculated at the rate of £NIL per week following any agreed date or period for completion which shall be an exhaustive remedy and it is hereby agreed between the parties that general damages under common law will not be sought or applied over or above that due under LADs.

**CL – CIS (UK) Limited** including all personnel, sub-contractors and agency workers working for CIS (UK) Limited.

**Provisional Sum:** means an amount included in an Estimate for a specific item of work (forming part of the Works), the scope and/or nature of which could not be adequately defined at the time of Estimate but for which an allowance was deemed necessary and represents a best assessment of the likely value thereof.

**Retention Percentage:** means NIL %.

**Requisite Consents:** means those permissions, consents, approvals, licences, certificates and permits in any legally effectual form (including for the avoidance of doubt all documents required by Statutory Requirements including but not limited to planning permission and building control) as may be necessary lawfully to commence, carry out, maintain and complete the Works and to use and to enjoy the Works for the purpose for which they are intended.

**Site:** means the site where the Works are to be carried out.

**Variation:** means any addition to, omission from, or other change in the Works instructed by the Employer or Employer's Agent.

**Works:** means the works to be carried out by CIS (UK) detailed within CIS (UK)'s Estimate.

### 2. Acceptance

- a) Unless otherwise agreed, CIS (UK)'s Estimate may be withdrawn or amended at any time until the point it is accepted in writing by the Employer.
- b) Acceptance of the CIS (UK) Estimate either by the Employer's official order or by other acceptance is deemed to signify acceptance of these Special Terms and Conditions.
- c) If the Estimate provides for any part or the whole of the Works to be designed by CIS (UK), the Employer agrees and acknowledges that CIS (UK)'s liability in respect of any such design is limited to the exercise of reasonable skill and care.

### 3. Terms of Payment

- a) Unless otherwise subsequently agreed in writing between the parties, the Employer shall pay CIS (UK) as follows:

- i) Twenty per cent (20%) of the Contract Sum to be paid by the Employer to CIS (UK) upon acceptance of the Estimate. The due date for this sum shall be 5 days from the date of acceptance and the final payment date shall be 14 days from that date.
  - ii) Subject to condition 3.a) iii), CIS (UK) shall issue an Application for the balance of the Contract Sum as adjusted by condition 5 on or following the date CIS (UK) reasonably deems the Works to be complete. The due date for payment of the Application shall be the date of the Application and the final date for payment shall be 14 days from that date.
  - iii) In the event the duration of the Works exceeds 28 days, CIS (UK) shall be entitled to stage payments based on the value of Works completed to the date of Application. CIS (UK) shall submit to the Employer an Application at the end of each respective month. The due date for payment of the Application shall be the date of the Application and the final date for payment shall be 14 days from that date.
  - iv) At or following the end of the Defects Liability Period CIS (UK) shall issue a final account Application for the Contract Sum as adjusted by condition 5 and final release of any retention sum held less the sum of the amounts already paid by the Employer to CIS (UK) and the difference (if any) between the two sums shall be expressed as a balance due to CIS (UK) from the Employer or to the Employer from CIS (UK), as the case may be. The due date for payment of the Application shall be the date of the Application and the final date for payment shall be 14 days from that date.
  - v) The value of any Variation to the Works will be valued and added to the Contract Sum in accordance with condition 5. These will be paid as the works proceed in accordance with items 3 a) i, ii or iii and iv above.
  - vi) In the event that it is subsequently agreed in writing between the parties that an Employer's Agent or the Employer will value the Works and issue an interim certificate stating the value of the works, the minimum amount of any interim certificate shall be nil. Procedure to be CIS (UK) submit Applications in accordance with items 3 a), i, ii or iii) and iv above. Not later than 5 days after the receipt of the Application the Employer's Agent or the Employer values the Works and issues a certificate specifying the amount of the payment proposed to be made, to what the amount of the payment relates and the basis on which that amount was calculated. The final date for payment shall be 14 days from the date of receipt of CIS (UK)'s Application.
  - vii) All payments/ cheques should be made payable to CIS (UK) Limited and forwarded to CIS (UK).
  - viii) If any retention sum is to be deducted by the Employer from any interim payment due to CIS (UK), it shall not exceed the agreed Retention Percentage.
- b) In the event the Employer wishes to set-off, deduct or withhold any amount from any sum due to CIS (UK) (other than the agreed Retention Percentage), it shall be a pre-requisite to that set-off, deduction or withholding that the Employer must have validly served a written notice on CIS (UK), within 5 days of the final date for payment, specifying:
    - i) any amount proposed to be withheld and/or deducted from the sum due;
    - ii) the ground or grounds for such withholding and/or deduction; and
    - iii) the amount of the withholding and/or deduction attributable to each ground.
 If the Employer fails to serve a written notice strictly in accordance this clause 3(b), the sum stated in any interim Application shall be the sum due and payable by the Employer.
  - c) Should the Employer not pay any sum due to CIS (UK) by the final date for payment, subject to condition 3(b), CIS (UK) may in its absolute discretion:
    - i) following expiry of a seven (7) day notice from CIS (UK) to the Employer of its intention to suspend its obligations under the Contract, in the event the sum due remains unpaid in full on the expiry of those 7 days, CIS (UK) may by further notice to the Employer immediately suspend its obligations under the Contract; and/or;

- ii) terminate its employment under the Contract in accordance with condition 12; and
  - iii) charge interest on the unpaid instalment at a daily rate of 8% above the Bank of England base lending rate; and
  - iv) recover from the Employer as a debt any extra costs or expenses involved in the demobilising/remobilising of CIS (UK)
  - v) In respect of the Works together with any other losses or damages which are reasonably foreseeable arising from any suspension and/or termination of the Works and/or arising from the Employer's failure to pay a sum due by the final date for payment.
- d) Any sums stated in the Estimate shall not be subject to further discount and are exclusive of VAT which, if applicable, will be added and paid at the prevailing rate.
- e) Wherever in these conditions reference is made to the addition of profit and overhead, such addition shall be calculated on the basis of fifteen per cent (15%) of the net cost.
- 4. Employer's Obligations**
- a) Unless otherwise agreed with CIS (UK), the Employer will ensure the following:
- i) The Site is owned by the Employer or that full unqualified consent from the land owners and/or tenants to carry out the Works has been granted and that any consent from any adjoining land owners and/or tenants has been obtained in order to carry out the Works (including third party wall awards). The Employer if requested by CIS (UK) will provide documentary proof including but not limited to site boundary layout;
  - ii) The Employer has complied fully with its obligations in respect of the CDM Regulations and the Waste Management Regulations;
  - iii) Planning permission and building regulations approvals have been granted and all other Requisite Consents have been obtained by the Employer (unless otherwise agreed in writing prior to submission of the Estimate);
  - iv) The Employer has appointed a CDM co-ordinator and the Health and Safety Executive has been notified of the proposed commencement of work and Form F10 has been submitted;
  - v) All pre-commencement work on the Site (not forming part of the Works) has been carried out, including (but not limited to) location and protection of existing services (including water supplies), clearing of Site of Employer's equipment, dealing with any known hazardous materials or contamination at the Site, completion of ground condition investigations and completion of the Site waste management plan;
  - vi) Notification of any interested parties of the commencement of Works including (but not limited to) neighbouring land owners and/or occupiers, highways authority and statutory authorities;
  - vii) CIS (UK) has been informed in writing of any factors that may affect the progress of the Works including (but not limited to) asbestos, any occupation of the Site by the Employer or its representatives, specific noise and dust restrictions and working hours;
  - viii) If requested by CIS (UK), the Employer will provide trade and/or bank references or guarantees to the reasonable satisfaction of CIS (UK) and/or will authorise and provide details for CIS (UK) to carry out the necessary financial checks as CIS (UK) deem reasonable;
  - ix) The Site is of sufficient size to accommodate the buildings as required by the Employer or as designed and / or granted in the planning permission;
  - x) The Employer will give access to the site in order that CIS (UK) may commence the Works on the agreed start date and furthermore CIS (UK) has, and will have, clear and unimpeded exclusive access to the Site in order to carry out and complete the Works without delay or disruption and in one continuous presence on Site;
  - xi) CIS (UK) reserves the right to charge the Employer for costs incurred by CIS (UK), and for sums which CIS (UK) is liable to pay to others in connection with this contract, and loss of profit in the event CIS (UK)'s employment under this contract is terminated by the Employer less than 28 days prior to the agreed date for commencement of the Works;
- xii) Any specific requirements for the Works that may effect the design (if undertaken by CIS (UK)) have been made known to CIS (UK)), including but not limited to exposure of the Site to flooding or other hazards or known and/or third party consents;
- xiii) Provide any information, details or drawings reasonably requested by CIS (UK) within a reasonable period of time of request;
- xiv) Unless otherwise agreed and noted in writing to CIS (UK) the Employer shall maintain adequate public liability insurance for the Site in the joint names of the Employer and CIS (UK) together with Employers liability cover for its employees and subcontractors all at the Employer's expense; and
- xv) The positions of any services are identified and marked clearly on Site before the Works commence.
- b) In the event that CIS (UK) is requested to carry out any of the items contained in condition 4(a), and this has not been expressly stated by CIS (UK) as included within the Contract Sum or Contract Rates by PBS (UK) in its Estimate, this will constitute a Variation to the Works and CIS (UK) shall be entitled to an adjustment to the Contract Sum.
- 5. Variations**
- a) The Employer or Employer's Agent may, without invalidating the contract between the parties, issue written instructions to CIS (UK) requiring a Variation. CIS (UK) shall not be under any liability to carry out any such Variation unless and until the instruction has been issued in writing. CIS (UK) has the right to reasonably object to any instruction to carry out a Variation.
- b) Both parties acknowledge that CIS (UK) may adjust:
- i) the Contract Sum by an agreed sum, or in the absence of agreement, a fair and reasonable sum to allow for the Variation; and
  - ii) any dates or periods of time stated in this contract by a reasonable period to take account of any delay caused by the Variation, which for the avoidance of doubt shall include delays arising from the execution of Provisional Sum items
- c) Following execution of any part of the Works for which a Provisional Sum has been given, the Provisional Sum shall be deducted from the Contract Sum and CIS (UK) shall be paid as an addition to the Contract Sum the value of the works actually executed calculated by one of the following methods:
- i) in accordance with CIS (UK)'s subcontractors quotation together with a reasonable percentage addition in respect of attendance, overheads and profit thereon; or
  - ii) in accordance with a quotation provided by CIS (UK); or
  - iii) on a day work basis as set out in condition 13 below.
- 6. Contractor's Requirements – Pricing Assumptions**
- ↗ Unless otherwise agreed in writing between the parties, CIS (UK) will have assumed the following in submission of the Contract Sum or Contract Rates in its Estimate: *[strike out as appropriate]*
- i) Welfare facilities to be provided by the Employer;
  - ii) Free use of tap water and mains electricity;
  - iii) Free use of standing scaffold;
  - iv) Free storage facilities on Site;
  - v) Free unimpeded exclusive access to the Site and workplace during the working day;
  - vi) The times for a normal working day will be 0700 hrs to 1800 hours Monday to Friday;
  - vii) Saturday working is not anticipated but may be allowed if permission is granted from the Employer;
  - viii) Save as expressly indicated within the documents supplied by the Employer to CIS (UK) prior to compilation of the Estimate, there are no adverse ground conditions such as rock and/or artificial obstructions, running sand, contaminated material or unknown services on (or under or over) the Site;
  - ix) CIS (UK) has the right to have their nameplate positioned externally on the finished building;

- x) CIS (UK) has the right to erect a project signboard and/or construction site directional signage as may be required;
- xi) CIS (UK) is not required to provide collateral warranties or third party rights; and
- xii) CIS (UK) is not required to provide a performance bond.

b) Unless otherwise subsequently agreed in writing between the parties, CIS (UK) shall not be responsible for providing structural calculations or designs (including load bearing calculations or designs for foundations) and shall not be liable for ascertaining or evaluating the ground conditions at the Site or the location of services at the Site and shall be entitled to rely upon any information, plans, drawings, reports, calculations or other material provided to CIS (UK) by, or on behalf of, the Employer.

#### **7. Extension of Time and Delay and Disruption**

- a) When the Works have reached a stage when they are practically complete, which shall for the avoidance of doubt include beneficial occupation of the Site or part of the Site, either:
  - i) CIS (UK) shall confirm in writing to the Employer and/or the Employer's Agent that in their opinion the Works are practically complete, and if not dissented from in writing to CIS (UK) within 7 days from receipt of CIS (UK)'s confirmation, it shall take effect as from the expiry of the latter 7 day period or
  - ii) the Employer or Employer's Agent will certify the date upon which the Works became practically complete.
- b) Where CIS (UK) is required to complete the Works, or any part of the Works by an agreed completion date, or within an agreed completion period, CIS (UK) shall be entitled to a fair and reasonable extension of time to any such completion date or period, and loss and expense arising from any delay to the Works outside of its reasonable control, including (but not limited to) as a result of:
  - i) Variations;
  - ii) Late receipt of information (including drawings, approvals, consents or details) from the Employer, or those engaged on the Employer's behalf including any Employer's Agent, affecting the regular progress of the Works;
  - iii) encountering any physical conditions or artificial obstructions on, or under or over, the Site which were not notified to CIS (UK);
  - iv) national or international trade or labour disputes including strikes, lockouts and industrial action affecting materials and services supplies;
  - v) non-availability of materials through factors beyond CIS (UK) control;
  - vi) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
  - vii) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
  - viii) terrorist attack, civil war, civil commotion or riots;
  - ix) nuclear, chemical or biological contamination or sonic boom;
  - x) fire, explosion or accidental damage;
  - xi) loss at sea;
  - xii) adverse weather conditions;
  - xiii) interruption or failure of utility service, including but not limited to electric power, gas or water;
  - xiv) any change in the law affecting the Works;
  - xv) any acts, omissions, of the Employer, its representatives or other contractors/subcontractors artists, tradesmen, nominated or statutory bodies not engaged by CIS (UK) which delay the regular progress of the Works;
  - xvi) late delivery of materials supplied by the Employer;
  - xvii) delays by Statutory Undertakers
  - xviii) delayed possession of the Site by the Employer
  - xix) the execution of Provisional Sum items
- c) In the event CIS (UK) does not complete the Works by the agreed date for completion or period for completion, and is not entitled to an extension of time in accordance with condition 7(b), the Employer

shall be entitled to claim LADs which shall be an exhaustive remedy for any delay caused by CIS (UK).

#### **8. Materials and Workmanship**

- a) CIS (UK) will use its reasonable endeavours to ensure that the quality and workmanship of the Works is of the standard stated in any specification agreed by CIS (UK). However, CIS (UK) cannot accept responsibility for the availability and appearance of certain goods. By the very nature of the manufacturing process there may be a slight variation in colour and finish of products which is beyond the control of CIS (UK).
- b) CIS (UK) will use reasonable endeavours to obtain materials from the same batch to keep variations in colours and finishes to a minimum but will not accept any responsibility for any changes that may arise.
- c) CIS (UK) will not accept any responsibility for any natural shrinkage cracks that may occur to finishes during the drying and curing period. Any remedial works required will be deemed to be a Variation.
- d) Where items are to be galvanised this will be carried out by a specialist sub-contractor to CIS (UK). Whilst reasonable efforts will be made, CIS (UK) is unable to guarantee the colour or the standard of finish achieved or distortion of the components during the process. CIS (UK) will not be responsible for future deterioration of the product, as this will vary due to the conditions or where these products are placed.
- e) Subject to these conditions, CIS (UK) shall be liable to correct material defects in the Works during the Defects Liability Period.

#### **9. Price Increases**

From time to time unforeseen price increases for materials, labour and plant occur as a result of circumstances beyond the control of CIS (UK). CIS (UK) reserves the right to claim an adjustment to the Contract Sum or Contract Rates to take account of such increases as a Variation to the contract.

#### **10. Liability of CIS (UK)**

- a) CIS (UK) accepts no liability or responsibility for any indirect, special, consequential losses or damages, including (but not limited to) depletion of goodwill, loss of use, pure economic loss, loss of profit, loss of a chance, loss of business or loss of opportunity.
- b) Save as limited by law, CIS (UK)'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Works shall be limited to the Contract Sum.
- c) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract;
- d) Nothing in these conditions shall limit or exclude the liability of CIS (UK):
  - i) for death or personal injury resulting from its negligence; or
  - ii) for any damage or liability incurred by the Employer as a result of fraud or fraudulent misrepresentation by CIS (UK).

#### **11. Ownership of Intellectual Property in Designs and Ownership of Goods and Materials**

- a) Where CIS (UK) is responsible for the design of any element of the Works, the intellectual property rights in any such design shall remain vested in CIS (UK) (or the sub-contractor or consultant engaged by CIS (UK) to prepare the designs). The Employer may not use these designs until express consent in writing is given. Subject to consent being granted, CIS (UK) shall grant (or procure the grant of) a royalty free licence to the Employer to use the intellectual property rights in the design for all purposes relating to the Works. CIS (UK) shall not be responsible for use of the design by the Employer or any purpose other than that for which they were intended.
- b) Unless otherwise stated in the Estimate, all materials removed from the Site in the execution of the Works shall become the property of CIS (UK). The Employer acknowledges that it shall be deemed to have

allowed within the Contract Sum for the credit value of such materials.

- c) Risk of damage to, or loss of, the goods or materials to be used in the Works shall pass to the Employer from the date the goods or materials are delivered to Site.
- d) Notwithstanding delivery and the passing of risk in the goods or materials, or any other provision of these terms, the property in the goods and materials shall not pass to the Employer until CIS (UK) has received in cash or cleared funds payment in full of the price of the materials or goods. Until such time as the property in the goods or materials passes to the Employer, the Employer shall hold the goods or materials as CIS (UK)'s fiduciary agent and bailee, and shall keep the materials and goods separate from those of the Employer and third parties and properly stored, protected and insured and identified as CIS (UK)'s property.
- e) Until such time as the property in the goods or materials supplied by CIS (UK) passes to the Employer (and provided the goods or materials are still in existence and have not been resold), CIS (UK) may at any time require the Employer to deliver up the goods and materials to CIS (UK) and, if the Employer fails to do so forthwith, enter on the Site and any premises of the Employer or any third party where the goods or materials are stored and repossess the goods or materials.

## 12. Termination

- a) Without prejudice to any other rights or remedies which CIS (UK) may have, CIS (UK) may terminate this agreement without liability to the Employer immediately on giving notice to the Employer if:
  - i) the Employer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or
  - ii) the Employer commits a material breach of any of the terms of these Special Terms and Conditions and fails to remedy that breach within seven (7) days of the Employer being notified in writing of the breach; or
  - iii) the Employer repeatedly breaches any of these terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms; or
  - iv) the Employer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - v) the Employer commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
  - vi) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the bankruptcy or winding up of the Employer; or
  - vii) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Employer; or
  - viii) a floating charge holder over the assets of the Employer has become entitled to appoint, or has appointed, an administrative receiver; or
  - ix) a person becomes entitled to appoint a receiver over the assets of the Employer, or a receiver is appointed over the assets of the Employer; or
  - x) a creditor or encumbrancer of the Employer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

- xi) the Employer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- xii) there is a change of control of the Employer (as defined in section 574 of the Capital Allowances Act 2001).
- xiii) Upon termination of the Contract for whatever reason it is agreed between the parties that LAD's will remain at the calculated rate of £NIL per week following any agreed date or period for completion.

## 13. Dayworks

Wherever the Works are to be valued on a day work basis, the value shall be calculated using the rates and prices contained in the Estimate or, unless otherwise agreed between the Employer and CIS (UK),

## 14. Severance

- a) If any condition (or sub-condition) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that condition or sub-condition shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other conditions and sub-conditions of these terms shall not be affected.
- b) If a condition (or sub-condition) is found illegal, invalid or unenforceable, the condition or sub-condition shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 15. Entire agreement

- a) These terms, the Estimate and any documents annexed to them and initialled by the parties constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- b) The Employer acknowledges that, in entering into this contract with CIS (UK), it has not relied on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this agreement or not) other than as expressly set out in these terms or the documents referred to herein. The Employer agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this agreement.
- c) Nothing in this clause shall limit or exclude any liability for fraud.

## 16. Assignment

- a) The Employer shall not, without the prior written consent of CIS (UK), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the contract.
- b) CIS (UK) may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the contract.
- c) Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

## 17. No partnership or agency

Nothing in these conditions is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 18. Rights of third parties

A person who is not a party to the contract between the Employer and CIS (UK) shall not have any rights under or in connection with it.

## 19. Notices

Any notice required excluding those relating to adjudication and court proceedings to be given under these conditions shall be in writing and shall be delivered personally, or sent by email, facsimile,

pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or as otherwise specified by the relevant party by notice in writing to the other party. Notices relating to adjudication and court proceedings must be in writing and must be sent by recorded delivery or by commercial courier. CIS (UK) address for service of notices is CIS (UK) Ltd, 25 Lemon Street, Truro, Cornwall TR1 2LS .

**20. Dispute Resolution**

The Parties to this contract each have the right to refer a dispute to adjudication and either party may give notice in writing (hereafter called the Notice of Adjudication) to the other at any time of its intention so to do. The adjudication shall be conducted in accordance with the procedures set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998.

**21. Governing law and jurisdiction**

- a) This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- b) Subject to any referral to adjudication pursuant to condition 20, the courts of England and Wales shall have exclusive jurisdiction to finally settle any dispute or claim that arises out of or in connection with the Works.