

SHEDS AND BARNs LIMITED GENERAL CONDITIONS OF CONTRACT

CONTRACT DOCUMENTS

The wording in these "Sheds and Barns" refers to "Sheds and Barns Limited"

Discrepancies

- 1 In the event of any discrepancy between the plans and the specifications, the plans shall take precedence. Figured dimensions shall take precedence over scaled dimensions.

SITE

Survey pegs

- 2 Survey pegs required by Sheds and Barns to define building site boundaries, unless already established, shall be provided by the surveyor employed by the Owner. If Sheds and Barns so requires, survey pegs, offset pegs and datum pegs shall be shown to Sheds and Barns, who shall record the position of such pegs. Sheds and Barns shall take the reasonable steps to maintain and protect boundary pegs. The Owner nevertheless agrees to indemnify Sheds and Barns in respect of any expense, loss, action or claim whatsoever arising out of the position of pegs or mistakes as to the correct boundaries of the building.

Utilities

- 3 The Owner shall advise of the specific location of underground utilities to Sheds and Barns who shall record the position of such utilities. The Owner nevertheless agrees to indemnify Sheds and Barns in respect of any expense, loss, action or claim whatsoever arising out of any damage to utilities or, if need be, the relocation of utilities.

Right of access

- 4 The Owner is entitled to have reasonable access to inspect the Works at all reasonable hours in the presence Sheds and Barns, provided that Sheds and Barns shall not be responsible for any damage done to the Works by the Owner, and the Owner does not interfere with the progress of the Works, and the Owner complies with all requirements of the Health and Safety in Employment Act 1992.

Unforeseen physical conditions

- 5 Sheds and Barns shall notify the Owner in writing as soon as practicable of any unforeseen physical condition which Sheds and Barns believes could not reasonably have been foreseen when tendering by an experienced contractor and which will, in Sheds and Barns opinion, increase its costs or delay progress of the Works or require an extension of time. The Owner agrees to indemnify Sheds and Barns in respect of any actual increase in Sheds and Barns costs resulting from unforeseen physical conditions. Unforeseen physical conditions include artificial obstructions and weather conditions at or away from the building site.

Building site and Works to be kept clean and tidy

- 6 Sheds and Barns shall keep the building site and the Works clean and tidy and regularly remove all Sheds and Barns rubbish and surplus materials.
- 7 Sheds and Barns shall leave the building site and the Works clean and tidy upon completion of the Works or upon Practical Completion of the Works.

CONTRACT WORKS

Building and resource consents

- 8 The Owner shall obtain and pay for any building consent and resource consent and other necessary approvals required for the Works, including consents and approval required after the commencement of the Works.
- 9 Sheds and Barns shall comply with the terms and conditions of the building and resource consents and approvals as far as such consents and approvals relate to the carrying out of the Works.

Code Compliance Certificate

- 10 The Owner shall be responsible for applying and obtaining the Code Compliance Certificate(s) for the Works.
- 11 Sheds and Barns shall provide the Owner with all necessary information relating to the Works so that the Owner may apply for a Code Compliance Certificate.

Care of the Works

- 12 Sheds and Barns shall be responsible for the Works while it is under Sheds and Barns care, from the date that Sheds and Barns takes possession of the building site until the date of Practical Completion recorded in the Notice of Practical Completion.
- 13 Sheds and Barns shall not be responsible for any loss or damage caused by: war; riot or civil commotion; the Owner's use, occupation or taking over of any part of the Works; a defect in design other than by Sheds and Barns; ionising radiations or contamination by radioactivity; pressure waves from an aircraft or aerial device; any operation of the forces of nature that an experienced contractor could not foresee or reasonably make provision for or insure against; and any act or omission of the Owner.

Subcontractors

- 14 Sheds and Barns may sublet any portion of the Works but shall not without the written consent of the Owner assign or sublet the whole of the Works. Sheds and Barns shall be responsible for all work of its subcontractors and for ensuring that the subcontractors have appropriate insurance in place and will be responsible for the procuring of any guarantee required from any subcontractor.

Health and safety

- 15 Under the requirements of the Health and Safety in Employment Act 1992, Sheds and Barns will take all practical steps to:
 - a. provide and maintain a safe working environment;
 - b. identify significant hazards; have proper procedures for dealing with emergencies that may arise;
 - c. maintain a register of accidents and serious harm;
 - d. identify the building site with a builder's sign and display appropriate safety notices.

Land subsidence and earth fill

- 16 Sheds and Barns shall not be liable for:
 - a. any damage to the Works caused by subsidence of the whole or any part of the Land, or any damage to the Land from any cause during Sheds and Barns occupation of the building site, unless such damage has been caused by a negligent act or omission on the part of Sheds and Barns;
 - b. any damage or for any additional costs of the Works resulting from absence of information on any foundation, defects or difficulties which was not discoverable by Sheds and Barns on a reasonable inspection of the building site.
- 17 Sheds and Barns shall not be liable for any damage or deterioration of any work to the building, building site, or to the Land caused by or resulting from the inadequacy or negligent application of earth fill, unless such damage or deterioration may be properly attributable to a negligent act or omission on the part Sheds and Barns.
- 18 The cost of any foundation defects, earth fill, or any engineering report which Sheds and Barns shall reasonably decide is necessary to properly carry out and complete the Works as a result of any concern regarding subsidence, shall be borne by the Owner and shall be paid within five (5) Working Days of being invoiced by Sheds and Barns.

- 19 The Owner shall indemnify Sheds and Barns against any claim against Sheds and Barns by any person whatsoever for damages or expenses incurred by reason of inadequate earth fill or subsidence.

Unprocurable materials

- 20 If any materials specified are not reasonably procurable, Sheds and Barns may substitute other materials of similar quality and nature as are reasonably practicable. Sheds and Barns will consult the Owner before making a substitution. Any difference in the cost of such substituted materials shall be treated as a variation.

Materials on site

- 21 The legal, equitable and beneficial ownership and title to any goods or materials brought onto the building site by Sheds and Barns shall remain vested in Sheds and Barns until such time as the Owner has paid Sheds and Barns monies due for those materials.

Monetary allowances

- 22 Provisional sums are amounts included in the Contract Price for a defined part of the work where, at the time of entering into the Building Contract, the price for that part of the work and/or the decision to undertake the work has not been finalised between the parties. The following applies to provisional sums:
- a. the expenditure of each provisional sum will be arranged by Sheds and Barns as agreed with the Owner;
 - b. charged against provisional sums will be Sheds and Barns costs and margins that may relate to the expenditure for that work;
 - c. the actual cost of the work, if carried out, will be substituted for the provisional sum;
 - d. Sheds and Barns will supply, upon request by the Owner, copies of all invoices relating to the cost of the work to the Owner.
- 23 Prime cost sums are amounts included in the Contract Price for defined materials or fittings where, at the time of entering into the Building Contract, the price and/or the decision to incorporate the materials or fittings have not been finalised between the parties. The following applies to prime cost sums:
- a. the expenditure of each prime cost sum will be arranged by Sheds and Barns as agreed with the Owner;
 - b. charged against prime cost sums will be Sheds and Barns costs and margins that may relate to the cost of those materials or fittings;
 - c. the actual cost of the defined materials or fittings, if purchased, will be substituted for the prime cost sum; and
 - d. Sheds and Barns will supply upon request by the Owner, copies of all invoices and records of the cost of the defined materials or fittings to the Owner.

Additions or alterations

- 24 Where the Works involve additions or alterations to an existing building or structure then the following shall apply:
- a. Sheds and Barns shall not be liable for any loss or damage suffered by the Owner in relation to the Works where such loss or damage results from the state or condition of the Owner's existing building or structure, and the effect of such state or condition on the Works or the effect of the Works on the existing building or structure which could not reasonably have been

- foreseen by Sheds and Barns during the course of the Works.
- b. Sheds and Barns will use reasonable endeavours to match new materials to existing materials. However, the parties recognise that it may not be possible to provide a 100% matching of materials and in such event there shall be no claim against Sheds and Barns.
 - c. Where as a result of opening up any part of the existing building or structure to carry out the Works, any additional or altered work is required because of non-standard construction or any substandard timber or other materials or because of any material which is required to be replaced or removed to carry out the Works, then the cost of any additional or altered work shall be borne by the Owner and treated as a variation and the Contract Price adjusted accordingly.

INSURANCE

Insurance provided by Sheds and Barns

- 25 Where the Works relate to the erection of a new dwelling, Sheds and Barns shall, from the commencement of the Works until the date of Practical Completion as recorded in the Notice of Practical Completion, keep the Works insured under a contract works insurance policy in the joint names of the Owner, Sheds and Barns and the mortgagee (if any). After the date of Practical Completion, Sheds and Barns shall maintain contract works insurance cover during the defects period for loss or damage arising from work required to remedy any defects and until such work is completed.
- 26 Sheds and Barns shall maintain a public liability insurance policy indemnifying Sheds and Barns against claims in respect of loss or damage against property or injury or death or illness to any person arising out of the operations of Sheds and Barns or any of its subcontractors in connection with the execution of the Works. The policy shall be in the joint names of Sheds and Barns and the Owner and shall be for an amount of not less than one million dollars and shall be kept continuously in force until any work required to remedy defects has been completed.

Insurance provided by the Owner

- 27 Where the Works involve physical change to an existing structure including additions or alterations work then the Owner shall arrange insurance:
- a. for the Works against loss or damage for not less than the total of the Contract Price, the value of materials supplied by the Owner, removal of debris, professional fees, increased construction costs and escalation of costs during the reinstatement period; and
 - b. for full replacement value against loss or damage to the Owner's existing structure made available to enable performance of the Works or adjacent to the Works and against loss or damage to the Owner's contents.
- 28 In the case of additions or alterations work, insurance cover may be provided under the Owner's existing policy of insurance in relation to the existing building or structure as an extension of such policy and:
- a. shall be in the joint names of the Owner, Sheds and Barns and the mortgagee (if any) for Works insured.
 - b. shall not be cancelled or materially changed by the Owner.

Proof of insurance

- 29 Each party shall, prior to the commencement of the Works, forward to the other

party evidence that the relevant insurance cover has been obtained using the forms set out in Schedule 1.

VARIATIONS

Variations

- 30 Sheds and Barns shall carry out all reasonable variations ordered by the Owner provided that the Owner orders all variations in writing and the change to the Contract Price is agreed in writing. Variations apply irrespective of the payment method agreed by the parties.
- 31 Unless the cost of processing the variation is otherwise included in the Contract Price or is included in the agreed cost of the variation, Sheds and Barns shall be entitled to recover for the cost of processing each variation a sum equivalent to 5% of the total amount derived by adding together the money value of all additions, reductions or substitutions making up the variation. However, in the event that, in the case of any particular variation, this produces an unreasonable sum, Sheds and Barns shall be entitled instead to recover a reasonable sum for the cost of processing the variation.
- 32 Payment for each variation shall be due five (5) Working Days after the date of the invoice. Where a payment claim is served under the Construction Contracts Act 2002, the payment schedule and the payment are due within five (5) Working Days of the date of the payment claim.

Additional work

- 33 In the event that any work additional to that specified in the plans and specifications or any altered work is required by the territorial authority as a condition of the granting or retention of a building consent or otherwise, or for any part of the Works to comply with the Building Code, then:
- a. Sheds and Barns and the Owner shall consult concerning the requirement for additional work. The Owner shall advise Sheds and Barns whether it wishes the additional or altered work to be carried out, or whether it wishes some alternative, if any, which will avoid the need for the additional or altered work required by the territorial authority;
 - b. if the requirement by the territorial authority for additional or altered work is due to any discrepancy, error or defect in the plans or specifications supplied by the Owner, or is otherwise due to non-compliance with territorial authority, or legislative requirements (such as the Building Act 2004 or the Resource Management Act 1991), then the costs of such additional or altered work shall be borne by the Owner.

OWNER'S WORK

Owner's work or materials

- 34 The provisions shall apply whenever any part of the Works is undertaken by the Owner with the consent of Sheds and Barns, or any materials forming part of the Works are supplied by the Owner with the consent of Sheds and Barns. Such consent shall be given in writing and shall be at the sole discretion of Sheds and Barns. The party responsible for insuring the Work shall ensure, at the Owner's cost, that any Owner's work and/or materials are covered by the insurance to be obtained, or which has been obtained.
- 35 Any work undertaken by the Owner shall be executed in accordance with a timetable provided to the Owner by Sheds and Barns and shall be undertaken strictly in accordance with the plans and specifications, the Building Act 2004 or the Building Act 1991 (whichever is applicable) and relevant regulations made under those Acts including the building code,

and any directions given by Sheds and Barns. Any occupation of the Works by the Owner for this purpose shall be temporary only.

36 In the event of the Owner failing to undertake any such work Sheds and Barns shall be entitled to:

- a. rectify any such failure to make good any defect; and
- b. charge the Owner any extra costs incurred.

The costs shall be paid to Sheds and Barns as invoiced prior to possession being given and taken.

37 Where Sheds and Barns consents to any specific work or materials being supplied by the Owner, and Sheds and Barns incurs additional labour or material costs from the activity of the Owner which is not otherwise provided for in the quotation or Contract Price, then the effect of that activity shall be borne by the Owner and will be paid to Sheds and Barns as invoiced prior to possession being given and taken.

38 Sheds and Barns shall not be liable for any loss or damage howsoever caused as a result of any work performed by the Owner.

39 In the event of any loss arising out of any materials supplied by the Owner, the Owner shall be liable for all such loss or damage.

40 During any period that the Owner is working on the Works, the Owner shall take all practical steps to prevent harm to Sheds and Barns and shall comply with the provisions of the Health and Safety in Employment Act 1992.

COMMENCEMENT AND COMPLETION

Commencement

41 Sheds and Barns shall commence the Works within a reasonable time after the execution of the Building Contract, and shall proceed to carry out the Works with all reasonable diligence subject to:

- a. the payment of any deposit required;
- b. the issue of any building consent or resource consent required for the Works; and
- c. if required by Sheds and Barns;
 - i. receipt from the Owner of evidence of insurance cover;
 - ii. a solicitor's certificate from the Owner's solicitor confirming the mortgage finance has been fully approved and will be paid into the solicitor's trust account.

42 Prior to commencement of the Works the Owner shall:

- a. provide Sheds and Barns with access to and possession of the building site for the purpose of carrying out the Works; and
- b. ensure all necessary services are available at the building site.

Extension of time

43 Where applicable Sheds and Barns shall notify the Owner in writing if any extension of time is required to achieve Practical Completion of the Works due to any unforeseen physical condition, variations, weather, additional work or other significant cause which is outside Sheds and Barns' reasonable control. The notice shall be given to the Owner as soon as practicable after the delay becomes apparent.

Practical Completion

44 Practical Completion is achieved when the Works have been completed except for minor Defects and minor omissions, which do not prevent the Works from being used for their Intended purpose and which can be remedied in the defects period or at such other agreed time by Sheds and Barns without causing unnecessary inconvenience to the Owner.

Notice of Practical Completion

45 Upon practical completion of the Works and before possession by the Owner, Sheds and Barns and the Owner must sign and date the annexed Notice of Practical Completion.

Possession by Owner

46 On Practical Completion of the Works and as soon as the Owner has paid to Sheds and Barns the Contract Price, the Owner shall be entitled to immediate possession of the building site and the Works.

47 The Owner will be in breach of Contract if, without the prior written consent of Sheds and Barns, the Owner takes possession of the building site and the Works prior to Practical Completion or prior to making payment in full of any amount due and owing to Sheds and Barns. In such case, Sheds and Barns may, by notice in writing, notify the Owner that it has two working days to vacate possession of the building site and the Works.

48 If the Owner does not vacate the building site and the Works within two working days, Sheds and Barns shall be entitled to terminate the Contract immediately. Upon termination:

- a. the Owner must pay Sheds and Barns all sums due and owing under the Contract, plus any damages, costs, expenses or loss of profits of Sheds and Barns arising out of the termination of the Contract; and
- b. Sheds and Barns shall have no further obligations to the Owner under the Contract.

Defects and maintenance

49 After taking possession of the Works, the Owner must notify any defects in relation to the Works which may require remedial work to Sheds and Barns in writing within 31 days (or other period specified in the Building Contract), after the date of Practical Completion recorded in the Notice of Practical Completion and they shall forthwith be corrected by Sheds and Barns at its own cost, fair wear and tear excepted.

50 After the defects period has expired, the Owner is responsible for maintenance of the Works, ensuring that all exterior surfaces and gutters are regularly cleaned in accordance with the manufacturer's instructions.

51 The Owner is responsible for ensuring gradual start up and shut down of heating systems in cold weather and for provision of adequate ventilation during hot weather in order to prevent excessive movement of the structure and cracks or other damage to the internal linings and finishes of the Works. Any damage or defect resulting from a failure to meet these requirements is the Owner's responsibility.

PAYMENT

Appointment of solicitor

52 The Owner agrees that it will instruct the solicitor named in Schedule 2 of the Building Contract to make the required payments to Sheds and Barns and will pay to the trust account of its solicitor prior to the commencement of the Works monies which, together with the mortgage monies, are sufficient to complete the purchase of the Land and fulfil the obligations of the Owner pursuant to the Contract Documents.

53 The Owner further confirms that it has, by written order, authorised its mortgagee to pay all Mortgage monies to its solicitor. The Owner undertakes not to change solicitors during the term of the Building Contract or while monies are owing by the Owner to Sheds and Barns without Sheds and Barns' prior consent.

Cost fluctuations

54 Sheds and Barns shall be deemed to have submitted its quotation having due regard for the prices of all materials and services at the date of this quotation. Any increases or additional costs whether in the prices of materials, subcontractors or services becoming effective after

the date of the quotation and before the Works are completed shall be added to the Contract Price and any decrease in the prices of all materials and services between these same dates shall be deducted from the Contract Price.

Penalty interest on default

55 The Owner shall pay Sheds and Barns interest compounding monthly on all monies due and payable and remaining unpaid after the expiry of the time provided for payment from the date of default until actual payment. The rate of interest shall be 10% per month as certified by Sheds and Barns bank manager, which is currently payable or which would be payable by Sheds and Barns for overdraft facilities. The right to penalty interest shall be additional to any other remedy to which Sheds and Barns may be entitled at law.

Repossession of goods or materials

56 If the Owner fails to make any payment by the due date under the Building Contract, Sheds and Barns shall be entitled to retake possession of the goods or materials which have been brought onto the building site until payment is made and, at its option, Sheds and Barns may resell the goods or materials but without prejudice to its other rights and remedies.

57 Sheds and Barns shall notify the Owner in writing and give the Owner five (5) Working Days to remedy the failure before Sheds and Barns retakes possession of the goods or materials.

58 The Owner gives Sheds and Barns irrevocable authority to enter onto the Land and the building site to recover possession of goods or materials, whether or not such goods or materials are fixed to or incorporated into any building or structure erected on the Land.

Memorandum of mortgage

59 Where the Owner has failed to make payment of any portion of the Contract Price or any other monies due and payable to Sheds and Barns under the Building Contract on the due date for payment, then the Owner will forthwith upon demand give and execute in favour of Sheds and Barns a registrable memorandum of mortgage over the Land to secure the amount owing from time to time from the Owner to Sheds and Barns under the Building Contract, such mortgage to be in the form of the All Obligations form produced by the Auckland District Law Society and approved by the Registrar General of Land under No. 2007/2169 together with Memorandum number 2007/4238. The Owner acknowledges that Sheds and Barns is entitled to register a caveat or similar charge against the title to the Land in circumstances where Sheds and Barns is entitled to demand a registrable memorandum of mortgage.

60 Sheds and Barns shall notify the Owner in writing and give the Owner five (5) Working Days to remedy the default before demanding a registrable memorandum of mortgage over the Land or registering a caveat over the Land.

61 In consideration of Sheds and Barns entering into the Building Contract, the Owner appoints Sheds and Barns (and if Sheds and Barns is a Company, then every officer of Sheds and Barns) to be the attorney of the Owner for the purposes of giving and executing in favour of Sheds and Barns a registrable memorandum of mortgage over the land to secure all amounts owing from time to time from the Owner to Sheds and Barns under the Building Contract. The Owner acknowledges and agrees that the appointment of Sheds and Barns to be the Owner's attorney is made for valuable consideration and is irrevocable.

62 The Owner should ensure that any existing mortgagee is aware of Sheds and Barns' rights.

Costs

63 Sheds and Barns shall be entitled to recover from the Owner, on an indemnity basis, all costs and expenses (including legal costs on a client/solicitor basis) incurred in connection with the recovery of any amount due and payable by the Owner under the Building Contract including, without limitation, all costs and expenses incurred:

- a. repossessing and/or selling any goods or materials;
- b. registering any memorandum of mortgage or caveat;
- c. in relation to any court proceedings.

DEFAULT

Default by the Owner

- 64 If the Owner defaults in the observance or performance of any of the Owner's obligations under the Building Contract or if the Owner becomes bankrupt or goes into liquidation (other than for the purpose of amalgamation or reconstruction) or has receiver or statutory manager appointed, then Sheds and Barns, without prejudice to its other remedies, may exercise all or any of the following remedies:
- a. cancel the Building Contract;
 - b. suspend the carrying out of the Works until such default has been remedied;
 - c. whether the Works have been suspended or not, take such action as Sheds and Barns shall deem expedient in any Court of competent jurisdiction.
- 65 Sheds and Barns shall notify the Owner in writing and give the Owner five (5) Working Days to remedy the default before exercising any remedies.
- 66 Where Sheds and Barns lawfully cancels the Building Contract, any guarantee provided shall also terminate and be rendered null and void.

Default by Sheds and Barns

- 67 If Sheds and Barns becomes bankrupt or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or has a receiver or a statutory manager appointed and the assignee, liquidator, receiver or statutory manager fails within ten (10) Working Days to make arrangements satisfactory to the Owner for the execution of the Works, or Sheds and Barns has failed to proceed with the Works with reasonable diligence or is persistently, flagrantly or wilfully neglecting to carry out its obligations under the contract, and Sheds and Barns has not remedied the default within ten (10) Working Days of receiving written notice of the default, then the Owner, without prejudice to its other remedies, may cancel the Building Contract.
- 68 Where the Owner cancels the Building Contract any guarantee provided shall also terminate and be rendered null and void, subject to the guarantee provisions for termination.

SUSPENSION OF WORK FOR NON-PAYMENT

Suspension of work for non-payment

- 69 Where the Owner fails to pay any invoiced amount in full by the due date for its payment Sheds and Barns may suspend work under the Building Contract provided written notice is served on the Owner. If the Owner has not paid the invoiced amount within five (5) Working Days after the date of service of the notice to suspend Sheds and Barns may immediately suspend work.
- 70 The right to suspend work ceases when the Owner pays the amount in full. Sheds and Barns may at any time lift the suspension, even if the amount has not been paid.
- 71 Sheds and Barns is entitled to recover any costs incurred as a consequence of the suspension of work, or extension of time. Sheds and Barns is not liable for any loss or damage suffered by the Owner, or by any person claiming through the Owner.
- 72 Sheds and Barns is entitled to an extension of time to complete the Works where work has been suspended under this part of the Building Contract, and retains all rights under the Building Contract, including any right to terminate the Building Contract.

- 73 Where Sheds and Barns exercises the right to terminate the contract, the exercise of that right does not:
- a. affect any rights that would otherwise have been available under the Contractual Remedies Act 1979; or
 - b. enable the Owner to exercise any rights that may otherwise have been available to the Owner under the Contractual Remedies Act 1979 as a direct consequence of Sheds and Barns exercising the right to suspend work.

DISPUTES

Mediation

- 74 If any dispute or difference between the Owner and Sheds and Barns arises out of or in connection with the Building Contract or the Works (the Dispute), a party to the Building Contract may not commence arbitration proceedings relating to the Dispute unless the party has complied with the following paragraph:
- a. a party must give written notice to the other party to the Building Contract specifying the nature of the Dispute.
 - b. on receipt of the notice by the other party, the parties must endeavour, in good faith and expeditiously, to resolve the Dispute by mediation.
 - c. if the parties do not agree within five (5) Working Days of receipt of the notice (or any further period as is agreed in writing by them) as to:
 - i. the timetable for all steps in the mediation; and
 - ii. the selection and compensation of the mediator;then the parties must mediate the Dispute using the services of a mediator nominated by the President of the Arbitrators and Mediators Institute of New Zealand Inc
 - d. If no agreement has been reached in mediation within twenty (20) Working Days of the request for mediation, or within such further time as the parties may agree, then either party may refer the Dispute to arbitration.

Arbitration

- 75 Subject to mediation, either party may, by written notice to the other party, ask that the dispute be referred to arbitration. Such notice shall specify the matter or matters at issue and give detailed particulars of the Dispute. If both agree then the Arbitration shall be by a single arbitrator and in accordance with the Arbitration Act 1996.

Adjudication

- 76 The parties have the right to refer a dispute to adjudication under the Construction Contracts Act 2002 and may exercise that right even though the dispute is the subject of arbitration or court proceedings.

MISCELLANEOUS

Notices

- 77 Every notice to be given under the Building Contract shall be sufficiently given if served at the address for service recorded in the Contract Agreement.
- 78 Payment claims served under the Construction Contracts Act 2002 shall be sufficiently given if served on the address for service recorded in the Contract Agreement, unless the Owner has notified Sheds and Barns in writing of any change of address. The parties agree that information required to be served or given, may be served or given by email.