



The SUB-CONTRACT WORKS are **delayed** OR It becomes **apparent** that the SUB-CONTRACT WORKS are **likely to be delayed**

The Sub-Contractor should **immediately** give a **written notice** of the delay to the Contractor

The Sub-Contractor should also use his "best endeavours" to mitigate or prevent delay

What are the **consequences of not giving the notice on time**? If as a result the Contractor cannot take action to prevent or lessen delays, then: (1) the Sub-Contractor might **not be entitled to a full extension of time or extended preliminaries**; or (2) the Sub-Contractor could even be liable, **and have to pay damages**, for delays caused by its failure to notify

What should the notice contain?

The "particulars", setting out what the effects of the delay are expected to be, are **very important**. If the Sub-Contractor does not know what the expected effects of the delay are at the time of giving the notice, then: (1) the Sub-Contractor should still give the notice; and (2) the Sub-Contractor should then give a second notice with the expected effects of the delay as soon as he can

The notice should: (1) set out the material circumstances of the delay **including its cause** (2) **identify any Relevant Sub-Contract Events** (these are listed at *clause 2.19*) (3) if possible, set out the "particulars" of the expected effects of the delay (including an **estimate of any delay to completion**)

The Contractor can require further information about the delay

If the requirement is reasonable, the Sub-Contractor should give the further information as soon as possible

If the estimated delay to completion, or any other matter, materially changes, then the Sub-Contractor **must** give a further notice to the Contractor

Does the Sub-Contractor get an Extension of Time?

When a notice has been received, the Contractor must consider: (a) if the cause of the delay is a Relevant Sub-Contract Event; and (b) if the Sub-Contract Works are likely to be delayed beyond the "period for completion"

Whether or not the Contractor grants an extension of time, he has to notify the Sub-Contractor of his decision as soon as reasonably practicable, and in any case within **10 weeks** of receiving the "**particulars**" of the delay

If the answer to both questions is "yes", then the Contractor should grant an extension of time