



STANDARD TERMS AND CONDITIONS

SMART Balustrades is a limited company registered in England with a registered office at Unitech House, Prospect Road, Burntwood, Staffordshire, WS7 0AU and a company registration number of 10302815 (hereinafter referred to as SMART)

1. DEFINITIONS

1.1 In this Agreement, the following words will have the following meaning and interpretation:

- 1.1.1 “Act” means all of the Companies Acts in force, including all amendments, variations, modifications and statutory instruments thereto.
- 1.1.2 “Additional Services” means any such additional services provided by SMART to the Client that are in addition to the agreed Services as set out and defined herein in this Agreement.
- 1.1.3 “Agreement” means this Agreement and its Schedules and/or the accompanying quotation together with any extension, modification and/or alteration thereof.
- 1.1.4 “Quotations” means the quotation accompanying these Terms & Conditions.
- 1.1.5 “Business Day” means any day other than Saturday, Sunday and/or a recognised bank or public or religious holiday.
- 1.1.6 Unless otherwise stated working hours shall mean SMART’s standard working hours Monday – Friday (excluding recognised bank or public or religious holiday). Work outside of these hours will be subject to additional costs and treated as a variation or additional services to the contract.
- 1.1.7 “Client” means The Company / Organisation / Person to whom the accompanying quotation is addressed to and also including any of its employees, Directors and/or agents who may request the Services and/or any Additional Services to be provided by SMART.
- 1.1.8 “Confidential Information” means any information whatsoever in whatever form or format including but not limited to information in visual, oral, written, recorded and/or electronic form and/or format and including any drafts, templates or samples belonging or relating to either Party, its business affairs, its commercial purpose, its costs, charges and/or fees which is not in the public domain and if either Party has marked such as confidential or proprietary, or has been described as confidential (either orally or in writing), or due to its character, substance or nature, a reasonable person in a similar position to its recipient and under comparable circumstances would treat it as confidential and/or of a commercial sensitive nature.
- 1.1.9 “Force Majeure” and/or “Event of Force Majeure” means any event affecting the performance by a Party of their obligations, requirements and/or responsibilities under this Agreement that is beyond that Party’s reasonable control including, without limitation to, any strikes, lock-outs or other industrial action affecting a third party, any terrorist action or threat of terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, epidemic, pandemic or other natural physical disaster, any legislation, regulation, rule or ruling of a government, court or any competent authority, or failure of a utility service including but not limited to electric power, gas, water or telephone or communication service.
- 1.1.10 “Party” and/or “Parties” includes any assignees and any successors in title.
- 1.1.11 “Services” means those Services to be provided by SMART to the Client as set out in the accompanying quotation during the term of this Agreement.



2. INTERPRETATION

2.1 This Agreement may also contain additional defined terms, which will be indicated by those words being contained in quotations (“ ”) and all defined terms will be treated and interpreted as defined terms for the purposes of the applicability and enforceability and understanding of this Agreement.

2.2 In this Agreement:

- 2.1.1 The headings used are for convenience only and shall have no effect upon the interpretation or meaning of this Agreement.
- 2.1.2 Words importing the singular shall include the plural and vice versa.
- 2.1.3 Reference to any gender will include any gender.
- 2.1.4 References to the person includes any firm, company or other entity having legal personality and vice versa.
- 2.1.5 References to “writing” or “in writing” or “written” includes but is not limited to any communication effected by electronic or facsimile transmission or similar means.
- 2.1.6 Any reference, either expressly or by implication, to any statute, law, statutory instrument, enactment, regulation, will also include any variation.

2.3 Where material and or equipment is purchased by SMART in a foreign currency all costs have been calculated on an exchange rate between £1.00 = \$ 1.24-1.28. Should the exchange rate vary beyond this range we will seek to recover or credit any difference in the rate.

3. LEGAL AND BINDING AGREEMENT

- 3.1** The Parties warrant to each other that they fully understand their respective and joint obligations and responsibilities as set out herein in this Agreement and furthermore each Party warrants to the other that they possess the full and complete authority to enter into this Agreement and to be bound by its terms, meaning and operation.
- 3.2** The Parties fully understand that by entering into this Agreement they are entering into a formal and binding legal agreement and therefore they fully accept and understand each and every part of this Agreement and that they have been afforded each and every opportunity to clarify the meaning, interpretation, obligations and duties as set out herein prior to its execution.
- 3.3** The Parties, by signing this Agreement, further aver that they have sought and received and/or elected not to seek or receive independent legal advice as to the meaning and interpretation of this Agreement and their respective and joint responsibilities, obligations and duties as set out herein.
- 3.4** The Client entirely accepts that this Agreement and its terms, meaning and operation will irrevocably prevail over any of its terms and conditions in relation to the provision of the Services and/or any Additional Services by SMART.

4. SERVICES TO BE PROVIDED BY EACH PARTY

Services provided by SMART to the client.

- 4.1** SMART will provide the Services as set out in the accompanying quotation to the Client.
- 4.2** The Client’s point of direct contract with SMART as at the date of this Agreement will be notified upon commencement of the contract.

Services (Attendances & Works) provided free of charge by the Client to SMART.

- 4.3** The attendances and schedule of works as detailed in the accompanying quotation are to be provided free of charge by the client to SMART.



5. PAYMENT FOR THE SERVICES BY THE CLIENT TO SMART

5.1 The Client has accepted the Services to be performed for them by SMART and has agreed to remunerate SMART in accordance with the Payment Schedule and Rates as set out below:-

- 60% of our contract sum is due prior to site survey and commencement of procurement and manufacture of materials.
- 30% of our contract sum is due 2 weeks prior to delivery to site.
- The balance of our contract sum is due immediately upon issue of our application/invoice upon completion of our works.

5.2 Deposit payments made to SMART are non-refundable.

5.3 The Parties have agreed that the payments to SMART by the Client are to be paid by the Client in full on receipt of an invoice from SMART and be paid by bank transfer to: Sort Code 60-02-35 Account No 76434591

5.4 All payments to SMART by the Client are to be made by bank transfer on the dates as specified in the accompanying quotation to this Agreement. SMART reserves the right, upon written notice, to alter their nominated bank for any and all payments under this Agreement.

5.5 In the unlikely event that any payments due to SMART from the Client are delayed and/or not received by the dates as specified in the accompanying quotation to this Agreement then, free from any liability, liquidated ascertained damages, contra charges, damages, costs, fees, demands and/or any other losses whatsoever, SMART may elect to suspend the provision of the Services until such time as payment in full has been paid by the Client and received as cleared funds by SMART.

5.6 In the event that this Agreement is terminated as set out below at clause 12 and/or any extension of this Agreement is terminated, the Client agrees, without offset, deduction or reduction whatsoever, to pay to SMART any outstanding payments for Services and/or any Additional Services up to the date of any such termination.

6. RETENTION

6.1 SMART will not accept retention deductions.

7. RETENTION OF TITLE

7.1 Please note that all goods delivered to site for incorporation into the works shall, at all times, remain our property until FULL payment of the contract value has been received into our bank account.

8. ADDITIONAL SERVICES

8.1 From time to time during the term of this Agreement, the Parties may agree, by acting at all times in good faith towards each other, that Additional Services may be required to be provided, undertaken and/or performed for the Client by SMART.

8.2 In the event that such Additional Services are agreed, the Parties will also discuss and agree, by acting at all times in good faith towards each other, the fees, cost and pricing for any such Additional Services which will be paid as detailed on the variation / additional services quotation and/or as part of the Payment Schedule and Rates for the Services as set out in the accompanying quotation to this Agreement.

8.3 For the avoidance of doubt the provision of Additional Services are expressly agreed by the Parties to this Agreement to form part of this Agreement and the Parties irrevocably entirely accept and understand that such Additional Services, if any, are subject to the terms of this Agreement.

8.4 In the event that this Agreement is validly terminated in accordance with this Agreement and the provision of Additional Services will also cease as at the date of any such valid termination.



9. DAYWORKS

- 9.1** We will not carry out works on a day work basis. Any variation to our contract must be on a quotation/acceptance basis with a formal written variation to the contract provided by the Main Contractor.
- 9.2** We would clarify that any additional works charged on a daily rate will be charged at our rate appertaining at the time – currently (June 2024) £850.00 per day (ex vat)

10. GUARANTEE

- 10.1** The above balustrades and services will be guaranteed for a period of 12 months from the day of completion of the works.
- 10.2** The guarantee commences on the date of completion of our balustrades, not from practical completion of the main contract.
- 10.3** In order to comply with the requirements of the Health and Safety at Work Act it is essential that the balustrades are regularly maintained by SMART or a suitably trained and qualified personnel approved by SMART.
- 10.4** Upon request SMART will be pleased to provide a costs and details of the maintenance contracts available.

11. CONFIDENTIALITY

- 11.1** The Parties accept and fully understand that they may, from time-to-time during the term and operation of this Agreement become cognisant of certain Confidential Information which if disclosed to any third party or the general public could have a serious adverse impact on the reputation and/or business activities of the other Party. Accordingly, the Parties agree to strictly adhere to the terms of this clause 11 and will not permit or cause to permit, whether directly or indirectly, any disclosure of any Confidential Information, save for which is required by law or by a Court of competent jurisdiction and/or to comply with any regulatory or governmental body and/or which is already in the public domain through no breach or breaches by any Party of this clause 11.
- 11.1** Each Party will also take all reasonable precautions to keep strictly confidential the Confidential Information belonging to the other Party and will not, without the prior written consent of any other Party, use, disclose, copy or modify such Confidential Information save for SMART responsibilities and obligations relating to the provision of the Services and/or any Additional Services.
- 11.2** The provisions of this clause 11 shall continue with full force and effect notwithstanding any expiry and/or termination of this Agreement.
- 11.3** Any breach of this clause 11 by any Party and/or their agents, contractors, affiliates, representatives and advisors may give rise to exclusion of the applicability and provision of clause 29 below and may give rise to immediate injunctive relief proceedings where the defaulting Party may be liable for all consequential losses, damages and legal costs resulting from such a breach and/or breaches of this clause 11.

12. TERM OF THE AGREEMENT

- 12.1** This Agreement will automatically terminate, save for those clauses that expressly state they survive termination, upon the completion by SMART of the Services and/or any additional services.
- 12.2** SMART, during the provision of Services and/or any Additional Services, may require extensions of time from the Client arising from delays by other trades, site conditions and/or from the Client and SMART will therefore engage directly with the Client and the Parties will agree, acting at all times in good faith, any such reasonable extensions of time as SMART may require for the provision of the Services and/or any Additional Services.



13. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

13.1 Any and all logos, Trademarks and any other copyrights, patents, design rights (whether registered and/or unregistered) and any other intellectual property rights which belong and/or are owned by SMART will entirely and in perpetuity vest in SMART.

14. PROGRAMME

14.1 Our anticipated programme requirements are:-

- We will site survey within 2 weeks from receipt of an instruction to proceed, agreement of all terms and site being ready.
- Initial drawings will be issued for approval within 2 weeks from the date of our survey
- Please consider how much time you will require to comment on/approve our drawings
- Manufacture will be approximately 4 weeks from approval of drawings and associated payments for the procurement and manufacture of materials. (note for curved glass and powder coated) lead times will be advised on request)
- Installation period to be discussed/agreed (always based on one continuous visit)

14.2 We require a minimum of 2 weeks written notice to commence our works on site. Commencement of works is wholly conditional on the site conditions, being safe and ready for our works in accordance with our requirements.

14.3 This notice to commence on-site may run in parallel with our manufacturing lead time, but under no circumstances, whether written, intended or implied, can the notice to commence on-site period supersede or reduce the manufacturing period.

15. DELAYS

15.1 If we do not receive the necessary notices and/or information (including payment) on or before the required date to achieve the contractual delivery date and/or start on-site date, as a direct consequence, we will have no alternative but to remove the manufacture and/or installation and/or commissioning of the balustrades and services from our schedule. We will not be liable for any Liquidated Ascertained Damages, contra charges, debts, costs, charges, interest and/or fees whatsoever occasioned to you, or your agents or contractual partners arising, associated or incurred as a result of your failure to provide us with the necessary information.

15.2 In the event that delivery of the material to site and or the site commencement date be delayed by a period greater than 30 days SMART will be entitled to pass on in full any and all material and or labour cost increases.

16. STORAGE

16.1 If for any reason beyond of our control, the site is unable to accept the delivery on the agreed date, then storage will be charged at a rate of 1% of the contract sum per week of delay in addition to abortive handling and transport costs.

17. CONTINUITY OF WORKS

17.1 Our quotation is prepared on the basis of continuity being maintained on site at all times with delays during the installation period being subject to additional cost to be charged at our normal day rates. If we are prevented from carrying out our works a charge will be made for abortive / standing time and each return visit.

17.2 Should site conditions and or programme implications necessitate a phased installation this will be subject to additional costs and treated as a variation to SMART's contract.



18. SITE CONDITIONS

- 18.1 Readiness** – It is the clients responsibility to ensure that the site ready and in accordance with our requirements prior to our commencement for us to carry out works.
- 18.2** Please note that if the site is not ready to our standards and requirements to enable us to commence and complete our works, then we are absolutely permitted to vary the commencement of the Sub-Contract works entirely free from any current or future liability to you whatsoever until such time as the site is ready, suitable and compliant with our standards and requirements.
- 18.3** Furthermore in the event that the site is not in accordance with SMART’s requirements resulting in aborted, delayed or out of sequence work all costs including but not limited to labour, storage, delivery will be charged and treated as a variation to the contract
- 18.4 Existing Sites** – All details in the accompanying quotation are subject to a site survey prior to finalising details and/or entering contract and/or commencing works. Any variation from the assumed conditions necessitating a variation to the balustrades proposed and/or method of working may have implications on specification, programme, and cost. SMART will advise these implications at the earliest opportunity.
- 18.5 Existing Equipment** - Where our works involve the use of existing equipment it is assumed that the equipment to be re-used is suitable for the purpose both in terms of capabilities and good working order.
- 18.6** All and any existing equipment is subject to a full survey to ascertain its assumed suitability. Any works required to bring the existing equipment up to the required standard will be subject to a variation order and SMART will not be responsible whatsoever for the implications any resulting delays to the agreed programme, and any consequential delays to the Main Contract Completion and entirely free from any current or future liability to you whatsoever.
- 18.7** Unless otherwise stated, SMART will not be responsible for any material or labour warranty implications associated with the reuse of existing equipment.

19. LIMIT OF LIABILITY

19.1 DELETE AS APPROPRIATE

SMART will not accept any Liquidated Ascertained Damaged, Contra Charges, losses (Including but not limited to any losses arising from termination), debts, damages, defects, costs (including but not limited to remedial costs), charges, interest, or professional fees whatsoever incurred by you and/or occasioned to you and/or your agents or your contractual partners.

- 19.2** Notwithstanding any other term of contract, SMART will not be liable in any circumstance by way of indemnity, breach of contract or statutory duty or tort (including negligence) for any loss of profit, loss of use, loss of contract or for any other financial or economic loss or for any indirect or consequential losses or damage to the Main Contractor and/or its agents contractual partners or any third parties.

20. TERMINATION

- 20.1** Prior to SMART completing the Services and/or any Additional Services this Agreement can only be terminated for a fundamental breach by either Party that remains unremedied for longer than twenty-eight days from receipt of any written notice, together with supporting evidence, of any alleged fundamental breach of this Agreement.



20.2 In the event of any unremedied breach that persists for longer than twenty-eight days, the Client may seek to terminate this Agreement; however the Client agrees and understands that the maximum liability that SMART may have to the Client under this Agreement and in relation to its provision of Services and/or any Additional Services is expressly limited to a maximum of 5% of the total payment payable to SMART by the Client as set out in the accompanying quotation this Agreement.

20.3 In the event of termination or cancelation of this contract for any reason whatsoever other than that detail in clause 20.1 SMART will be entitled to recovery in full an administration fee equal to 10% of the contract sum together with any other reasonable costs.

21. SEVERABILITY

21.1 In the event that any provision, clause and/or term of this Agreement are held to be invalid or unenforceable by any judicial or other competent authority, all other provisions, clauses and/or terms will remain in full force and effect and will not in any way be impaired.

21.2 If any provision, clause and/or term contained herein is held to be invalid or unenforceable but would be valid or enforceable if some part or parts were deleted then the provision, clause and/or term will continue to apply with the minimum modification necessary to make it valid and enforceable.

22. NO WAIVER

22.1 Each of the rights conveyed under this Agreement may be exercised as often as is necessary and they are cumulative and not exclusive of any other rights that either Party may have under this Agreement, law or otherwise and no failure or delay by either Party in exercising any of its rights herein shall be deemed to be a waiver of that right and any waiver of a breach of any clause, term and/or provision shall not be deemed to be a waiver of any subsequent breach of the same or any other clause, term and/or provision.

23. NOTICES AND SERVICE OF INFORMATION

23.1 Any and all notices or information served and/or that are given under this Agreement will be in writing and in English and served on the addresses as set out above or at such other address as so notified from time to time and such notices will be served by hand and/or sent by first class, registered or recorded delivery and/or by email. Any such notice or information will be deemed served in the case of hand delivery if delivered by 4pm, on the same day or, in the case of first class, registered or recorded delivery post or hand delivery after 4pm, on the next Business Day after posting and in the case of an email, if sent by 4pm on the day of sending or if after 4pm on the next Business Day after sending.

24. THIRD PARTIES

24.1 The parties agree that a person or business that is not a party to this agreement will not have any rights under or in connection to them by virtue of the Contracts (Rights Of Third Parties) Act 1999.

25. DATA PROTECTION

25.1 For the purposes of the Data Protection Act 1998 and the General Data Protection Regulations the Parties shall procure any data subject and/or personal data consents necessary for the effective processing by SMART of any relevant data provided relating to the provision of the Services and/or any Additional Services, if any, provided to the Client during the term or any extension thereof of this Agreement.



26. NON-ASSIGNMENT

26.1 This Agreement is personal to the Parties and therefore no Party may assign, licence or charge and/or attempt or purport to do so any of its rights, obligations and/or duties hereunder and/or delegate or otherwise in any way dispose of any of their rights, obligations and/or duties hereunder, without the express prior written consent of the other Party and for the avoidance of doubt this includes any holding company, affiliate or subsidiary as defined and/or provided for under the Act.

27. AMENDMENTS, MODIFICATIONS AND FURTHER AGREEMENTS

27.1 From time to time the Parties may consider and agree, acting at all times in good faith, that this Agreement requires amending or modifying in order to give business efficacy and commerciality to the relationship between the Parties and the Services and/or any Additional Services provided by SMART. Therefore the Parties agree to collaboratively discuss, negotiate and agree any such amendments and/or modifications and/or variations to this Agreement and upon such agreement a revised, amended agreement will be prepared and/or a side agreement will be prepared which will, without objection, form part of this Agreement and the Parties agree unequivocally that they will remain bound and will fully adhere to the terms of this Agreement and any amended, modified or varied version and/or any side agreement.

27.2 The Parties further agree unconditionally to discuss, negotiate and enter into any and all further agreements, contracts, memorandum of understandings and/or arrangements which from time to time may be necessary and appropriate in order to ensure the successful and collaborative operation of this Agreement and the Services and/or Additional Services, if any, provided by SMART.

27.3 Furthermore, from time to time, either Party may require, in order to adhere to their respective and/or joint responsibilities and obligations as set out in this Agreement, information, documentation or correspondence from the other Party. The Parties, therefore, agree to provide any such reasonable information, documentation or correspondence to the requesting party without unreasonable delay or objection.

28. GOOD FAITH

28.1 The Parties will, at all times, exercise all of their rights, and perform all of their obligations, under this Agreement, in good faith and they will also co-operate fully in good faith with each other in order to resolve any issues, disagreements, breach(es), alleged breach(es) and/or disputes that may arise whatsoever between them and/or under and/or in connection with and/or in interpreting this Agreement with the intention and purpose of collaboratively achieving an agreed resolution of any such issue, disagreement, breach(es), alleged breach(es) and/or dispute.

29. DISPUTE RESOLUTION

29.1 The Parties accept and acknowledge that the terms of this Agreement are intended to regulate and promote a collaborative relationship of trust and Good Faith between them. Therefore, the Parties further accept and warrant to each other that it is not in their commercial, reputational and/or business interests to engage in any activity whatsoever to the detriment, whether actual or otherwise, of the other Party and this includes, but is not limited to the commencement of any litigious proceedings without first adhering to the express terms of this clause 29 and clause 28 above and the overall spirit and contents of this Agreement.



- 29.2** The Parties to this Agreement fully accept and understand that litigation can be expensive and damaging to their reputation and commercial interests and therefore in the event that any issues, disagreements, breach(es), alleged breach(es) and/or disputes whatsoever arises between them and/or under and/or in connection with and/or in interpreting this Agreement then the Parties unconditionally consent to enter into direct good faith negotiations and discussions with each other with the desire and intention of resolving any such issues, disagreements, breach(es), alleged breach(es) and/or disputes and prior to any recourse to litigation and/or the Courts.
- 29.3** In the event that such good faith negotiations and discussions do not resolve any issues, disagreements, breach(es), alleged breach(es) and/or disputes as set out above then the Parties agree unconditionally to refer such unresolved issues, disagreements, breach(es), alleged breach(es) and/or disputes to Mediation in order to utilise the experience of a professional Mediator who may be able to assist the Parties in resolving their issues, disagreements, breach(es), alleged breach(es) and/or disputes. Any such Mediation will be convened as soon as is practicable with the Parties mutually agreeing the Mediator and venue for the Mediation; however, if no such agreement can be reached after fourteen days the Parties further agree to refer any dispute or disagreement to “CEDR” (a Mediation provider whose address is, as at the date of this Agreement is: 100 St Paul’s Churchyard, London, EC4M 8BU) who will nominate in their absolute discretion the Mediator and venue for the Mediation. The costs of any Mediator, venue or Mediation provider will, without any deduction or offset whatsoever, be paid for equally by the Parties.
- 29.4** In the event that either Party refuse to engage in and/or comply with this clause 29 or clause 28 above and the spirit of the Agreement then the other Party may elect to commence legal proceedings and refer the Court to both Parties conduct on the question of the determination of payment of any and all legal costs, interest and disbursements.

30. FORCE MAJEURE

- 30.1** If SMART is totally or partially prevented or delayed in the performance of any of their respective or joint obligations under this Agreement by an Event of Force Majeure and SMART gives immediate notice in writing to the Client of such prevention giving the period for which it is estimated such prevention will continue and the Party, acting at all times in good faith and without delay, accepts such Event of Force Majeure then SMART shall be excused from its performance, obligations and responsibilities so affected as from the date of such notice for so long as such cause of delay shall continue provided that such a period of time does not exceed 20 (twenty) Business Days and furthermore that SMART utilises their reasonable endeavours to ensure and procure that the minimal interruption as possible is caused to the Client and its conduct and business operation.
- 30.2** In the event that the Event of Force Majeure continues for 20 (twenty) Business Days then SMART will be permitted to immediately terminate this Agreement without any liability to the Client whatsoever and howsoever incurred by the Client and/or its contractual partners.



31. COVID-19

31.1 Further to the any event of force majeure if SMART is delayed or likely to be delayed in performing any of its obligations and responsibilities under these agreement for any period or periods of time caused directly or indirectly by any of the effects of the covid-19 pandemic (including but not limited to any government lockdown or geographical restrictions, positive covid-19 tests or 'track and trace' notifications of its employees or agents and/or from members of family and friends which lead to a period of self-isolation or positive covid-19 tests) then SMART will be granted an extension of time for the same period of time that they are delayed or likely to be delayed in delivering the services and/or any additional services. SMART will use their reasonable endeavours to minimise any such delays or disruption however any and all delays, costs, losses, liabilities, debts, fees or any other monies whatsoever incurred or arising as a result of the covid-19 pandemic will not be accepted, borne or paid for (in full or in part) by SMART.

32. GOVERNING LAW AND JURISDICTION

32.1 This agreement is governed and construed by the Laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

33. INSOLVENCY OF MAIN CONTRACTOR

33.1 In the event of the Main Contractor's insolvency, the Employer shall assume responsibility for the fulfilment of the Sub-Contractor's obligations under this Agreement.

33.2 The Employer shall make all due payments to the Sub-Contractor in accordance with the terms of this Agreement, notwithstanding the insolvency of the Main Contractor.

33.3 For the purposes of this clause, "insolvency" shall include, but not be limited to, the appointment of an administrator, the filing of a Notice of Intention to appoint administrators, the commencement of a moratorium or restructuring plan under the Corporate Insolvency and Governance Act 2020, or any other similar procedure.

33.4 The Sub-Contractor shall have the right to terminate this Agreement if the Employer fails to make any due payments within [30] days of the due date, provided that the Sub-Contractor has given the Employer written notice of such failure and a reasonable period to remedy the default.

33.5 The Employer shall notify the Sub-Contractor immediately upon becoming aware of any financial difficulties or potential insolvency procedures affecting the Main Contractor.

33.6 The Sub-Contractor shall have the right to audit and inspect the Employer's accounts and financial records to ensure compliance with this clause.

33.7 If any payment due under this clause is not made on time, the Employer agrees to pay interest on the overdue amount at a rate of [4%] above the Bank of England base rate, accruing daily from the due date until payment is made in full.

33.8 In addition to the right to terminate the Agreement as per Clause 4, the Sub-Contractor may pursue alternative remedies or seek compensation for any losses incurred due to the Employer's failure to fulfil its obligations under this clause. This includes, but is not limited to, reimbursement for costs, damages, or other losses arising from non-payment or delayed payment.