

- (ii) leaving the notice at the registered office or site office of the Nominated Supplier in which case it shall be deemed to have been duly delivered; or
  - (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.
- (c) It shall be the duty of the Party to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days. In the event of the Nominated Supplier failing to notify the Contractor of such an address or any change in his address, such written notices and instructions shall be deemed to have been served upon the Nominated Supplier if they are sent in the manner stated above to the address stated in this Sub-Contract or to the Nominated Supplier's site office.

#### **34.0 AMENDMENT**

No modification, amendment or waiver of any of the provisions of this Sub-Contract shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Sub-Contract and duly signed by the Parties.

#### **35.0 SUCCESSORS BOUND**

This Sub-Contract shall be binding upon each of the Parties hereto and their respective successors-in-title and permitted assigns.

#### **36.0 WAIVER**

Nor failure or delay on the part of any Party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the other Party under this Sub-Contract, upon any default on the part of the other Party, shall impair any such right, power, privilege or remedy or to be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any Party in respect of any default or any acquiescence in such default affect or impair any right, power, privilege or remedy of the other Party in respect of any other or subsequent default. Any waiver made under this Sub-Contract shall only be valid if it is made in writing and signed by the Parties to this Sub-Contract or their respective authorised representatives.

#### **37.0 TIME**

Time, whenever mentioned shall be of the essence of this Sub-Contract.