

instructions shall be deemed to have been served upon the Nominated Sub-Contractor if they are sent in the manner stated above to the address stated in this Sub-Contract or to the Nominated Sub-Contractor's site office.

46.0 SEVERABILITY

If any provision of this Sub-Contract is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Sub-Contract, such provision shall be fully severable and this Sub-Contract shall be construed as if such illegal or invalid provision had never comprised as part of this Sub-Contract and the remaining provisions of this Sub-Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provisions or by its severance from this Sub-Contract.

47.0 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 contract specifically referring to this Sub-Contract and duly signed by the Parties.

48.0 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.

49.0 SUCCESSORS BOUND

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

50.0 TIME

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