

insurance policies as specified under clauses 23 and 24 hereof shall have been deposited with the S.O.

28.2 Completion

The Nominated Sub-Contractor shall complete the Sub-Contract Works and each section thereof within the period or periods specified in **Part II of the Appendix** hereto or within such extended period or periods as may be granted pursuant to clause 29 hereof.

29.0 DELAYS AND EXTENSION OF TIME

29.1 Notice of delays

Upon it becoming reasonably apparent that the progress of the Sub-Contract Works is delayed, the Nominated Sub-Contractor shall forthwith give written notice of the cause of the delay in the progress or completion of the Sub-Contract Works or any section thereof to the Contractor who shall immediately inform the S.O. thereof and of any representations made to him by the Nominated Sub-Contractor as to such cause of delays as aforesaid.

29.2 Extension of time

- (a) If, on receipt of such notice and representations as aforesaid, the S.O. is of the opinion that the completion of the Sub-Contract Works or any section thereof is likely to be or has been delayed beyond the period or periods stated in **Part II of the Appendix** hereto or beyond any extended periods previously fixed under this Condition –
 - (i) by reason of any of the matter specified in clause 19 hereof or by any act or omission of the Contractor, his other sub-contractors or their respective servants or agent; or
 - (ii) for any reason (provided and to the extent that the delay is not due to any act, negligence, default or breach of the Sub-Contract by the Nominated Sub-Contractor) for which the Contractor could obtain an extension of time for completion under the Main Contract;

then the Contractor shall, but not without the written consent of the S.O., grant a fair and reasonable extension of the said period or periods for completion of the Sub-Contract Works or each section thereof (as the case may be) and such extended period or periods shall be the period or periods for completion of the same respectively and this Sub-Contract shall be read and construed accordingly.

29.3 Dispute on failure of S.O. to grant extension of time

PROVIDED ALWAYS THAT if the Nominated Sub-Contractor is aggrieved by a failure of the S.O. to give his written consent to the Contractor granting an extension of the said period or periods for the completion of the Sub-Contract Work or any section thereof, then, subject to the Nominated Sub-Contractor giving to the Contractor such indemnity and security as the Contractor may reasonably require, the Contractor shall allow the Nominated Sub-Contractor to use the Contractor's name and if necessary will join with the Nominated Sub-Contractor as plaintiff in any arbitration proceedings by the Nominated Sub-Contractor in respect of the said complaint of the Nominated Sub-Contractor.