



## Asset Performance: Civils Maintenance Planned General Inspection

Asset Area:	<b>Civil Maintenance</b>	Location Inspected:	
PGI conducted by:		Date:	
Contact Number:		Conducted: E/H, T/H, Both	E/H          T/H
Accountable DER:		PGI No.	PGI/APS/ P / W
Contact Number:			
DLO/Contractor:		SPC Name:	
Sub-Contractor:		Supplier Contact No.	
Type of Work		Start time:	
		Finish time:	

Summary of Works: (Planned Works/Maintenance/Fault/Inspection/Survey/Project/Minor Works etc)

**Instructions:**  
**YES:** if satisfactory or assessment complete – **NO:** if unsatisfactory and list on sub-standards condition form – **N/A:** if not applicable.  
**Note:** if Document Reference Numbers are required and the space provided is insufficient, use the reverse of this page to record the details.

**Refer to current Quensh for specific guidance to on-site requirements; refer to Site File for site specific risk assessments and method statements.**

QUENSH / RB or Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZARD CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
	<b>SITE PREPARATION</b>			
RB 16 - 3.2	Has the SPC surveyed the area for hazards and made himself, relevant staff, his site visitors and PWT-E/H -T/H aware of their HSE Site Requirements?			
RB 16 - 3.2	Has the SPC assessed the works site in-line with requirements of method statement, including: <ul style="list-style-type: none"> <li>• Corporate image</li> <li>• Noise</li> <li>• Lawful vehicle parking and loading</li> <li>• Public/residential interface</li> <li>• Hoarding lights</li> </ul>			
Q17.9	Has SPC/PM-T/H* PWT-EH notified his employers of any changes to MS and works scope that may be required?			
Q17.14	Is all staff fit, competent and able to do the work required of them?			
RB 10 – 4.3	Has the SPC/PM-T/H *PWT-EH set up a safe work site prior to works commencing?			
Q17.32 & 33	Are adequate measures in place to protect LUL assets?			
	<b>PERMITS</b>			
Q17.15	Are persons undertaking Safety Critical work Licensed, are they in date?			
Q17.15.2	Are valid Entry Permits held by all staff?			
Q17.15.1 & Q17.15.2	Other Permits/Licences can be, but not exclusively: <ul style="list-style-type: none"> <li>• Movement of Material (MOM) Licence</li> <li>• Storage of Materials,</li> <li>• Confined Spaces</li> <li>• Hot Works Permit</li> <li>• Permit to enter</li> <li>• Working at height</li> <li>• LUL Cutting Grinding Drilling and Fixing log</li> <li>• LUL Approved Paint Daily Record sheets</li> <li>• DAMPS certificate</li> <li>• Fault #,</li> <li>• Sabre #,</li> </ul>			



**Asset Performance: Civils Maintenance**  
*Planned General Inspection*

QUENSH / RB or Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZAR D CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
	<ul style="list-style-type: none"> <li>Access #?</li> </ul>			
LUL Standards	Is there a T002 – hand-back on site Do they have the following <ul style="list-style-type: none"> <li>Valid Safety Critical Licence</li> <li>A copy of Gauging and Clearance Standard S1156 Issue A8 – July 2014</li> <li>Correct tools &amp; measuring equipment</li> </ul>			
<b>SITE PERSON IN CHARGE</b>				
Q17.13	Does the site file contain a SPC (SOTT) completed company declaration on competence, for the site specific work in progress?			
RB 16&20	Is the SPC/PM* identified as such on attendance record sheets?			
Q17.13 RB.16	Is the SPC/PM* separately and distinctively identifiable?			
MHSWR 1999	Is work being conducted in line with the MS?			
RB 16 & 20	Is there a suitably certified deputy for the SPC in case of an emergency? <ul style="list-style-type: none"> <li>Also see suppliers lone working arrangements</li> </ul>			
Q17.14.2. 2	Has a pre-start briefing been given on site, and are there records to show this?			
<b>TRACK SPECIFICS*</b>				
Q17.6	Is SPC (SOTT) also the Protection Master, and suitably certificated? (Valid safety Critical Licence)			
RB16	Are PM-T/H /PWT-EH Guide to switching traction current & maps on site and current to issue?			
RB16	Is on site Current Rail Indicator (CRID) valid to expiry?			
RB 16 & 20	Has PWT-EH carry out the role of the PM* without being over-burdened?			
RB 16 & 20	Has PM/PWT-EH given assurance that current is off/discharged and informed staff of the protection arrangements?			
<b>SITE REQUIREMENTS</b>				
Q17.32	Are suitable and sufficient warning signs and/or barriers located and prominently visible at each entrance to the work site?			
Q17.24 & SSR 1979	Are suppliers aware of the LUL incident line and their own incident management procedure? <ul style="list-style-type: none"> <li>Check Method statement</li> </ul>			
SSR 1979	Is there an accident book on site?			
W(HSW) R 1992	Have welfare facilities been identified and available? <ul style="list-style-type: none"> <li>Is a shared welfare agreement in place?</li> </ul>			
H&S (FA)R 1981	Are first aid provisions fit for purpose <ul style="list-style-type: none"> <li>Is the first aid kit adequate to cover the work party</li> <li>Maintained and clean</li> <li>Is eyewash solution a requirement</li> </ul>			
MHSWR 1999	Are task specific risk assessments applicable to the work being carried out available on site? <ul style="list-style-type: none"> <li>Is it suitable and sufficient or does it require modification?</li> </ul>			
Q17.9	Are relevant method statements available on site? <ul style="list-style-type: none"> <li>Please enter document numbers and revision..</li> </ul>			
Q17.12	Have all site operatives received an induction site			



**Asset Performance: Civils Maintenance**  
*Planned General Inspection*

QUENSH / RB or Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZAR D CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
	briefing and are records on site and available?			
Q17.8	Are all staff aware of the site evacuation procedures?			
COSHH 2002	Are all staff aware of the COSHH regulations?			
COSHH 2002	Are substances present on site, accompanied with their COSHH assessments?			
MHOR 1992 (as amended)	Has a Manual Handling Assessment been carried out for tasks that involve Lifting, Pushing or Pulling of materials and/or equipment where there is a risk of injury?			
<b>PERSONAL PROTECTIVE EQUIPMENT</b>				
PPEWR 1992& Q17 -14.6	Is the PPE issued suitable and sufficient for the task being carried out? <ul style="list-style-type: none"> <li>• Is specialist PPE identified?</li> <li>• Face Fit Certification?</li> <li>• Is PPE on-site in good condition?</li> </ul>			
Q17-14.6	Are employees Hi-Vi's compliant with client requirements, is corporate clothing suitably identified?			
<b>WORKS LOCATION – JOB SPECIFIC</b>				
Q16- 37	Is Movement of Materials Licence available and in date? Are required competencies held? Are hazardous materials being transported in accordance with the MS and/or MOM Licence			
Q17 -37	Have Isolations and Lock-off measures been applied correctly?			
MHSWR 1999	Has any confined space working been individually risk-assessed and identified and is there an accepted rescue plan on site?			
CSR 1997	Are the persons working in confined space trained and following the MS?			
Q17-15.2	Are persons track trolley type trained and hold valid certification? <ul style="list-style-type: none"> <li>• Include document details.</li> </ul>			
EAWR 1989	Has permission to work on or adjacent to buried or other High Voltage systems been obtained?			
Q17.42	Have appropriate Fire precautions been taken including isolation of services or fire proof sheeting if required?			
Q17.42.2	Is a temporary fire point required? Minimum Two 9 litre AFFF / One 2kg CO2 / Fire blanket? Has a fire risk assessment been completed?			
Q17-43.	Are Hot Works being conducted and have appropriate measure been taken?			
Q17-43.1	Is a Fire watchperson required, available and certified?			
Q17-42.3	Is any on site timber treated with retardant materials with relevant certificates or suppliers approved stamp, if stored below ground?			
Q17-53	Is a Cutting, grinding, drilling, and drilling, fixing log completed for specific work?			
Q17.53	Are Structure-Painting daily record sheets completed for specific on-site activities?			



**Asset Performance: Civils Maintenance**  
*Planned General Inspection*

QUENSH / RB or Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZAR D CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
Q17.53	Has a test panel / cube been carried out as an quality control measure in accordance with the expected work standard with documented recorded evidence of activity for final submission.			
Q17-34	Are deliveries/removals allowing free access routes to other vehicles and the public?			
<b>TOOLS AND EQUIPMENT</b>				
PUWER 1998	Has SPC ensured that all required plant and equipment is available, approved and fit for use, prior to the start of the works?			
PUWER 1998	Is there a current list of Plant & Equipment maintained on site?			
EAWR 1989	Are all Portable Appliances Tagged, Tested & In date in line with HSE guidance?  <ul style="list-style-type: none"> <li>• Gas Monitors with calibration</li> <li>• Elcometer or similar with calibration</li> </ul>			
PUWER 1998	Ladders, trestles and step-ups – are they Asset Numbered and within the test date and approved for use by a suitably competent person after assembly and prior to use on site?			
WAHR 2005	Is working at height being managed according to best practicable means? Footed ladders, Podium steps, towers, with manufactures instructions on site and available.			
LOLER 1998	Is all lifting equipment being used on site Tested, Tagged and in date and approved for use?			
<b>STORAGE</b>				
Q17-44	Are containers sufficiently labelled and not over-full?			
Q17-44	Are materials exposed to adverse weather conditions?			
Q17-44	Are friable materials sheeted & stored in enclosed storage area?			
<b>OTHER</b>				
Q17-27	Has the supplier been cooperative with the inspection?			
<b>WASTE &amp; LITTER</b>				
Q17.52.4 EPA 1990 Pt II	Are waste transfer notes available if required i.e. has an instruction been given by LUL to remove waste from site that has been left or produced by others?			
	Are waste consignment notes available if hazardous waste is being removed from site?			
	Are spoils re-used on site where ever possible to avoid land fill disposal?			
DOCR 1991	Does the Site File contain the Waste carriers Licence for removing waste from site?			
HWR & WEEE	Is Hazardous waste, Non-hazardous waste, liquid waste and WEEE being segregated and stored adequately for transport?			
SWMP 2007	Is the site waste management plan or arrangements available (if CDM notifiable project –			



## Asset Performance: Civils Maintenance

### Planned General Inspection

QUENSH / RB or Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZAR D CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
	F10 in site file?)			
Q17.32	Is the site being well maintained and free from clutter, spills, litter and settled dust?			

#### NUISANCE (inc. dust, odours, noise, vibration, smoke, other emissions)

EPA Pts 1+3 and NASN 1993	Are environmental nuisance's being controlled? <ul style="list-style-type: none"> <li>• Dust Suppression/Damping Down</li> <li>• Noise screening/silencing</li> <li>• Vibration control</li> <li>• Position and intensity of lighting</li> <li>• Plant emissions (inc odour)</li> </ul>			
CoPA 1974	Is there a Section 60 Noise Abatement notice in force and being complied with?			
CoPA 1974	Do noise levels fall within any agreed Section 61 consents? <ul style="list-style-type: none"> <li>• Have all personnel been informed on the site –Personnel and Contractors that a section 61 COPA has been issued and the conditions that must be maintained?</li> </ul>			
HA 1980 & Q17.52	Are pavements, roadways free from obstruction by unnecessary site activities (vehicles, materials etc)?			
ASBA 2003 & Q17.52	Could activities be re-planned using best practicable means to reduce negative environmental impacts? <ul style="list-style-type: none"> <li>• Could include relocating activity or changing hours of work.</li> </ul>			

#### HAZARDOUS SUBSTANCES

H&S@W Act 1974 - applied to EHS	Are potentially hazardous substances correctly identified & labelled? <ul style="list-style-type: none"> <li>• Are any of them classified as Environmentally Hazardous Substances?</li> </ul>			
	Does the method statement provide instruction on the correct use, storage and emergency procedures that are in place in case of spillages and disposal etc			
	Are employees aware of the risks associated with the hazardous substances at the location of works including access and egress routes i.e. Japanese Knot Weed, Giant Hogweed?			
COSHH 2002	Are substances present on site, accompanied with a COSHH assessment? <ul style="list-style-type: none"> <li>• Please reference the document numbers</li> </ul>			
	Are all staff aware of the COSHH Regulations?			
	Are hazardous liquids bunded? Bunds must hold <110% capacity of the containers when stored or in use.			
Q17.35.2	Are materials & hazardous substances being transported in accordance with the Method Statement?			
CAR 2012 & Q17.36	If required, has an Asbestos survey been conducted and made available on site?			
	Are staff aware of the procedure if suspected, asbestos has been discovered?			

#### ATMOSPHERIC POLLUTION

RTR 2002 & Q17.52	Are site/vehicle emissions to the external atmosphere being controlled? (dust, odours, noise, vibration, smoke, other emissions)			
-------------------	--	--	--	--

#### POLLUTION OF WATER SYSTEMS & LAND CONTAMINATION

WRA 1991 as am'd	Are fluid discharges, ingress and waterways being adequately managed?			
------------------	---	--	--	--



**Asset Performance: Civils Maintenance**  
*Planned General Inspection*

by EA 1995 & Q17.52	Have receptors (e.g. drains) been identified and protected in the event of an emergency? Are spill kits available and ready for use?			
CoPA 1974 and EA am'd 1995	Are generators and compressors being used with drip trays and is the fuel feed cable from the fuel container armoured or protected?			
<b>NATURAL RESOURCES &amp; ENERGY CONSUMPTION</b>				
DOCR 1991	Are vehicles, site plant and machinery turned off or isolated when not in use?			
	Is waste minimised by not over-producing site manufactured products e.g. cement, plaster etc...?			
<b>HARM TO WILDLIFE, LANDSCAPE &amp; HERITAGE</b>				
WLCSA 1981 & MR-GN-10471TO 10481	Are the local flora and fauna protected during access / egress to the site?			
	Have protected species or breeding birds / mammals been considered?			
TCPA 1990	If work is carried out on a listed building, has English Heritage or other LA been consulted and approved (including the fixing of temp' fencing, bunting, hoarding, lighting and signs)?			

END OF INSPECTION CRITERIA – PLEASE AGREE FINDINGS, THEN SIGN AND DATE THE FORM  
- if applicable

**Name of Inspector:**  
*(Print Name)*  
**Signature of Inspector:**

**Contact number:**

**Date:** .....

**SPC/Site Manager:**  
*(Print Name)*  
**Signature of SPC/Site Manager:**

**Contact number:**

**Date:** .....

**NOTE1:** Hazard Codes are as defined in MR-Pr-10018 HSE Planned General Inspections

## Hazard Codes

Hazard	Response	Definition
A1	<b>IMMEDIATE ACTION REQUIRED</b> Work must cease immediately and not restart until appropriate controls have been put in place to reduce the hazard classification to at least A2.	Contravention of a legal requirement and/or LUL standards and/or practice likely to cause, death, permanent disability, loss of body part, extensive loss / impact on structure, equipment, materials, major pollution, destruction of local eco-systems, habitat or other environmental impact.
A2	The identified conditions should be rectified as soon as practicable in less than 14 days or as directed by the inspecting authority.	Contravention of Health and Safety and Environmental legal requirements and/or LUL, standards, procedures, industry standard good practices or failure to adequately contain and store material, fuels or waste.
B	The identified conditions should be rectified as soon as practicable in less than 28 days.	A condition or practice likely to cause injury, illness, pollution, destruction of local eco- systems, habitat, or extensive loss / damage to equipment, materials and structures. Less severe or disruptive than Class A1, or A2
C	As agreed at time of inspection	Any condition or practice likely to cause minor (non disabling) injury, illness or non significant environmental impact if not acted upon as soon as practically possible.
GP	None Required	Good Practice – this information should be shared with other areas and contractors to promote learning and continuous improvement.
OBS	None Required	Observation – this finding is not a concern, but other areas maybe showing higher levels of compliance. You should seek to improve your methods.



## Asset Performance: Civils Maintenance Planned General Inspection

### Abbreviations used in this form:

Abbreviation	Full Legislation Title
PPEWR 1992	The PPE at work regulations 1992
RB	Rule book
MHSWR 1999	The Management of Health and Safety at Work regulations 1999
HS(FA)R 1981	The Health and Safety (first Aid) Regulations 1981
SSR 1979	The Social Security (claims and Payments) Regulations 1979
CSR 1997	The Confined Space regulations 1997
W(HSW)R 1992	The Workplace (health, Safety and welfare) Regulations 1992
EAWR 1989	The Electricity at Work Regulations
MHOR 1992 (as amended)	The manual Handling Operations Regulations 1992 (as amended )
Q	QUENSH
LOLER 1998	Lifting Operations and Lifting Equipment Regulations 1998
PUWER 1998	Provision and Use of Work Equipment Regulations
WAHR 2005	Working at Height Regulations 2005 (as amended )
EPA 1990	Environmental Protection Act 1990
D0CR 1991	Environmental Protection (Duty of Care) Regulations 1991
HWR 2005	Hazardous Waste Regulations 2005
WEEE 2006	Waste Electrical and Electronic Equipment Regulations 2006
SWMP 2007	Site Waste Management Plan Regulations 2008
NSNA 1993	Noise & Statutory Nuisance Act 1993
CoPA 1974	Control of Pollution Act 1974
HA1980	Highway Act 1980 (& the New Roads and Street Works Act 1991)
ASBA 2003	Anti Social Behaviour Act 2003
H&S@W Act 1974 Applied to EHS	Health and Safety at Work etc Act 1974 (application to Environmentally Hazardous Substances )
COSHH 2002	Control of Substances Hazardous to Health Regulations 2002(amended 2004)
CAR 2012	Control of Asbestos Regulations 2012
RTR 2002	Road Traffic Regulations 2002
WRA 1991 as amend by EA 1995	Water Resources Act 1991,as amended by the Environment Act 1995
FEPA 1985	Food and Environment Protection Act 1985
WLCSA 1981	Wildlife and Countryside Act 1981 (amended 2004)
TCPA 1990	Town and Country Planning Act 1990 (amended 1998 & 2008)

### Track Ticket Codes

<b>A</b>	BIA/Track Accustom	<b>J</b>	Depot Track Competent/ LU-IWA	<b>S</b>	Securing Points
<b>B</b>	Track Competent / LU-IWA	<b>K</b>	Depot Protection Master	<b>T</b>	Depot Track Access
<b>C</b>	Protection Master T/H	<b>L</b>	Depot Possession Controller/ Master (Depots)	<b>U</b>	Current rail indicator device
<b>D</b>	N/A	<b>M</b>	Lead Site Person in Charge (Possession Worksite)	<b>V</b>	TM-TBTC
<b>E</b>	Train Master	<b>N</b>	Track Trolley operator	<b>W</b>	PWT-TH
<b>F</b>	Possession Controller/Possession Master	<b>O</b>	PWT(EH)	<b>X</b>	PWT-TM
<b>G</b>	Possession Controller/Possession Master (Train Movements)	<b>P</b>	N/A	<b>Y</b>	PWT-D
<b>H</b>	Test Track Controller/Test Track Master	<b>Q</b>	PWT-PW	<b>Z</b>	Track Trolley Controller
<b>I</b>	BTA/Depot Track Accustom	<b>R</b>	Demarcation Activities		
<b>FW</b>	Fire watchperson	<b>No</b>	Fire watchperson number:		



Page intentionally blank

### SCHEDULE 13: DISPUTE RESOLUTION PROCEDURE

For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 8 of this Schedule 13 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 70.

"Nominating Authority" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 7. The Notice of Adjudication shall include:

- (i) the nature and a brief description of the Dispute;
- (ii) details of where and when the Dispute arose; and
- (iii) the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 11;

"Senior Representative" means a representative of a Party at senior executive level.

- 1 The Company and the Supplier shall follow the procedure set out in this Schedule 13 (Dispute Resolution Procedure) for the management and resolution of Disputes.
- 2 Subject to paragraph 7, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
- 3 Within fourteen (14) days of receipt of the notice pursuant to paragraph 2, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
- 4 The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
- 5 If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within twenty-eight (28) days after the date of the response under paragraph 3, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 7–28 and notice

has been given in accordance with paragraph 29.

6 Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 2 and any response under paragraph 3) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

7 Notwithstanding the provisions of paragraphs 1, 2, 3, 4, 5 and 6, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 7–29 by giving a Notice of Adjudication to the other parties to the Dispute.

8 Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

9 Any person requested or selected to act as the Adjudicator in accordance with paragraph 8:

9.1 shall be a natural person acting in his personal capacity; and

9.2 shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute.

10 The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 8.

11 Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 12 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the

Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.

12 The Referral Notice shall:

- 12.1 include the facts relied upon by the referring Party in support of its claim(s);
- 12.2 include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);
- 12.3 include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- 12.4 be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and
- 12.5 include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 12 to the other Party at the same time as he sends them to the Adjudicator.

13 If a matter disputed by the Supplier under or in connection with a sub-contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the sub-contract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and sub-contract disputes.

14 The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:

- 14.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 17 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17;
- 14.2 if the period referred to in paragraph 17 is extended in accordance with paragraph 18 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17; or
- 14.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the

provisions of paragraph 8. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 14, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

- 15 The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
- 16 The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
- 17 The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty-eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 11, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 13 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
- 18 The Adjudicator may extend the period of twenty-eight (28) days referred to in paragraph 17 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
- 19 The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 26. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven (7) days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.
- 20 The Adjudicator:

- 20.1 shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
  - 20.2 shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
  - 20.3 shall reach his decision in accordance with the law applicable to this Contract;
  - 20.4 may take the initiative in ascertaining the facts and the law in relation to the Dispute;
  - 20.5 may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
  - 20.6 shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
- 21 The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:
- 21.1 convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
  - 21.2 submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
  - 21.3 require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
  - 21.4 otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
  - 21.5 inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
- 22 The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
- 23 All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.