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**1- Engineer's Authority to Delegate**

To

The Engineer's Representative

(Copy to Employer and Contractor)

Dear Sir

**Engineer's Authority to Delegate**

Further to your appointment as my representative for the works, I hereby delegate to you pursuant to Clause 2.3 of the Conditions the duties and authorities vested in me under the following clauses: .....

This delegation shall take effect once a copy has been delivered to the Employer and the contractor.

Yours faithfully

.....

Engineer

**The clause to be delegated might be some or all of the fifty clause where the Engineer is referred to. Delegation should not normally be considered in respect of clause 41,44,48,62,63,65,67, and 69.**

**2- Engineer's Authority to Delegate**

Date.....

To

The Engineer's Representative

(Copy to Employer and Contractor)

Dear Sir

**Engineer's Authority to Delegate**

With reference to my letter dated ..... I hereby revoke the delegation to you of the duties and authorities made pursuant to clause 2.3 of the conditions in respect of the following clauses

.....

This revocation shall become effective when copies of this letter have been delivered to the Employer and to the Contractor.

Yours faithfully

.....

Engineer

**The clause to be revoked may be some or all of the clauses previously delegated.**

**3- Notice of Dissatisfaction with an instruction**

Date.....

To

The Contractor

Dear Sir

**Notice of Dissatisfaction with an instruction issued by the Engineer's Representative**

We write to acknowledge receipt of your letter dated ..... concerning an instruction No ..... Given by my Representative and concerning .....

Whilst your expression of dissatisfaction has been noted I confirm the instruction as issued and give this response pursuant to Clause 2.3(b) of the conditions.

Yours faithfully

.....

Engineer

**The engineer's response may also be to withdraw the instruction or to vary it by issuing further instructions.**

**4- Consent to Sub-let**

Date.....

To

The Contractor

Dear Sir

**Consent to Sub-let**

Further to your letter dated ..... seeking permission to subcontract certain elements of the work we are writing to give our consent pursuant to Clause 4.1 of the Conditions for the following items of works to be subcontracted.

Item of work

Company

.....

.....

Yours faithfully

.....

Engineer

**Regardless of the above consents the Contractor will be fully responsible for any defaults of the Subcontractor as if they were caused by the contractor himself and it would be prudent for the Engineer to draw attention to this fact.**

**5- Clarification of Ambiguity**

Date.....

To

The Contractor

Dear Sir

**Clarification of Ambiguity**

We thank you for your letter dated ..... drawing our attention to the difference between the description in the Bill of Quantities item ..... and specification item ..... page number .....

This is agreed and pursuant to Clause 5.2 of the Conditions we hereby instruct you to .....

Yours faithfully

.....

Engineer

The Engineer may of course not accept that there is any ambiguity and will then write to give a clarification if necessary and to instruct the Contractor to proceed with the works as specified.

**6- Notice of delay in the issue of information**

Date.....

To

The Contractor

Dear Sir

**Notice of delay in the issue of information**

We thank you for your letter dated ..... and issued pursuant to Clause 6.3 of the conditions in which you have claimed that non receipt of information is causing you delay and additional cost to the works.

We have examined your program for the works which illustrates that the information referred to is not yet required and your actual progress on site is not such as to reasonably require such information to be available.

Under these circumstances we are unable to accept that your notice is a valid one.

Yours faithfully

.....

Engineer

Should the contractor's notice be regarded as valid the Engineer is required to confirm this and determine the extension of time which should be granted and the amount of extra cost if any which should be added to the Contract Price.

**7- Notice of not Foreseeable Physical Obstructions or Conditions**

Date.....

To

The Contractor

Dear Sir

**Notice of not Foreseeable Physical Obstructions or Conditions**

We acknowledge receipt of your letter dated ..... giving notice pursuant to clause 12.2 of the Conditions of the encountering of physical obstructions in the form of .....which in your opinion were not foreseeable by an experienced Contractor.

We have carefully examined the information which was made available to you at the tender stage namely .....and have to advice you that we consider the matter to be one which was wholly foreseeable pursuant to Clause 12 of the conditions and have therefore to reject your notice and claim for an extension of time and additional cost.

Yours faithfully

.....

Engineer

**8- Notice of Not Foreseeable Physical Obstruction or Conditions**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Notice of Not Foreseeable Physical Obstruction or Conditions**

I acknowledge receipt of your letter dated ..... Giving notice pursuant to Clause 12.2 of the conditions of the encountering of physical obstructions in the form of .....which in your opinion were not foreseeable by an experienced contractor.

I have examined the facts put forward by you and after my consultations with you and the Employer I have determined pursuant to Clause 12.2 that the extension of time to which you are entitled under Clause 44 shall be ..... and the amount of the costs to be added to the contract price shall be .....

Yours faithfully

.....

Engineer

**9- Program to be submitted**

Date.....

To

The Contractor

Dear Sir

**Program to be submitted**

We are writing to draw you attention to the requirement pursuant to Clause 14.1 of the Conditions to submit within the time stated in part II of the conditions a program for the works together with a method statement setting out a general description of the arrangements and methods which you are proposing for the execution of the works.

The form and method of program presentation required is that set out in the tender documentation but should you require any further clarification please do not hesitate to contact me.

Yours faithfully

.....

Engineer

**10- Setting out**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Setting out**

We refer to your letter dated ..... in which you advise us of an error in setting out and construction as a result of incorrect data on our drawing No .....

We therefore require you to rectify this error and pursuant to Clause 17.11 have determined that the amount of ..... shall be added to the Contract price in accordance with Clause 52 of the Conditions.

Yours faithfully

.....

Engineer

**The Contractor is required to rectify any error, if required to do so by the Engineer, at his own cost unless the error is based on incorrect information or data supplied in writing by the Engineer.**

**11- Fossils**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Fossils**

Thank you for your letter dated ..... advising of the discovery on site of .....

Following my consultation with you and the Employer, I have determined pursuant to Clause 27.1 that the extension of time to which you shall be entitled under Clause 44 of the conditions will be ..... And the amount of the costs to be added to the Contract Price will be .....

Yours faithfully

.....

Engineer

**12- Notification of damage arising from the transport of materials or plant**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Notification of damage arising from the transport of materials or plant**

Thank you for your letter dated ..... enclosing details of a claim received from the roads (or bridges) Authority.

As provided for in Clause 30.3 it is my opinion that the claim received from the Authority is due to your failure to comply with the obligations under Clause 30.1

Following my discussions with you and the Employer I have determined that the sum recoverable from you as a result of your failure will be ..... And the amount will be deducted by the Employer from sums which may become due to you.

Yours faithfully

.....

Engineer

**13- Facilities for other contractors**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Facilities for other contractors**

We acknowledge receipt of your letter dated ..... confirming that the following facilities .....  
Have been made available to .....

Following an examination of the detailed records that you have provided I have determined that  
pursuant to Clause 31.2 the amount of ..... should be added to the Contract price in accordance  
with Clause 52.

Yours faithfully

.....

Engineer

**14- Returns of labors and Contractor's Equipment**

Date.....

To

The Contractor

Dear Sir

**Returns of labor and Contractor's Equipment**

As previously advised, I require you to provide weekly returns of staff, labor and plant employed on the Works and in the format discussed with you.

These returns are to cover the whole of your own resources and also those of approved subcontractors and are requested pursuant to Clause 35.1 of the Conditions.

**Yours faithfully**

.....

Engineer

**15- Cost of Tests not provided for**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Cost of Tests not provided for**

I refer to your letter dated ..... confirming that testing has been carried out in accordance with my instruction No .....

As these tests were not provided for in the Contract I have, after examination of records and consultations with you and the Employer determined pursuant to Clause 44 will be ..... And the amount of the costs which shall be added to the Contract price will be .....

Yours faithfully

.....

Engineer

**16- Dates for Inspection and Testing**

Date.....

To

The Contractor

Dear Sir

**Dates for Inspection and Testing**

Following our agreement on the time and place for the inspection and/or testing of the ..... I am now writing pursuant to Clause 37.3 to give you the required notice (not less than 24 hrs) of my intention to carry out the inspection/or attend the tests.

Yours faithfully

.....

Engineer

**17- Independent Inspection**

Date.....

To

The Contractor

Dear Sir

**Independent Inspection**

I am unable to provide the specialized equipment for the inspection and testing of .....

I am therefore in accordance with Clause 37.5 writing to give you notice that I have delegated this responsibility to ..... an independent inspector whose duties and scope of authority will be.

This appointment will become effective on the .....

Yours faithfully

.....

Engineer

**Not less than 14 days notice is to be given**

**18- Uncovering and making openings**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Uncovering and making openings.**

I refer to my instruction to you to uncover ..... (Or make an opening through) pursuant to Clause 38.2 of the Conditions.

As the work has been found to have been executed in accordance with the Contract I have after due consultation with you and the Employer determined that .....representing your costs in respect of such uncovering (or making openings) reinstating and making good the same shall be added to the contract price.

Yours faithfully

.....

Engineer

**19- Default of Contractor in compliance**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Default of Contractor in compliance**

I refer to my instruction ..... and adted .....

We have agreed that the materials referred to were not in accordance with the Contract and that you are in default by not removing these within the time specified.

I have therefore after consultationn with you and the Employer determined pursuant to Clause 39.2 that the costs which the Employer shall be entitled to recover from you and which may be deducted by the employer from any monies due or to become due to you shall be .....

Yours faithfully

.....

Engineer

**20- Engineer's Determination following suspension**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Engineer's Determination following suspension**

Further to my instruction ..... to you and your subsequent letter giving notice of delay and extra cost arising from my instruction I have after due consultation with you and the Employer determined pursuant to Clause 40.2 of the Conditions that the extension of time to which you shall be entitled under Clause 44 will be ..... And that the amount of cost which shall be added to the Contract Price by reason of this suspension shall be .....

Yours faithfully

.....

Engineer

**21- Commencement of Works**

Date.....

To

The Contractor

Dear Sir

**Commencement of Works**

In accordance with Clause 41.1 of the Conditions I hereby give you notice to commence the works as soon, as is reasonably possible.

You are required to proceed with the works with due expedition and without delay.

For the purposes of the Contract the Commencement Date will be the receipt by you of this notice.

Kindly acknowledge receipt.

Yours faithfully

.....

Engineer

**22- Failure to give Possession**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Failure to give Possession**

Thank you for your letter dated ..... advising that you have suffered delay and incurred costs from the failure on the part of the Employer to give possession of Site Area .....

This has arisen due to factors beyond the Employer's control and the matter has now been resolved.

Following my consultations with you and the Employer I have determined pursuant to Clause 42.2 that the extension of time to which you are entitled under Clause 44 shall be ..... And that the amount of cost to be added to the Contract Price is .....

Yours faithfully

.....

Engineer

**23- Extension of time for completion**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Extension of time for completion**

I refer to your letter dated ..... And issued pursuant to Clause 44.2 (a) of the Conditions advising of the following event ..... which was such as to fairly entitle you to an extension of time for completion of the works.

After my consultation with you and the employer, I have determined pursuant to Clause 44.1 that the extension of time to which you shall be entitled will be ..... in respect of the following event  
.....

Yours faithfully

.....

Engineer

**A similar letter pursuant to Clause 44.3 of the conditions would be issued in respect of an interim/final determination for an extension of time.**

**24- Rate of Progress**

Date.....

To

The Contractor

Dear Sir

**Rate of Progress**

Reference is made to Site Meeting Minutes No ..... Which sets out in detail current progress of the works.

Having considered these I give you notice that for reasons, which do not entitle you to an extension of time, the rate of progress of the works (or any Section) is in my opinion too slow to comply with the time for completion.

You are therefore required to take such steps as are necessary, subject to my consent to expedite progress so as to comply with the time for completion.

This notice is given as required by Clause 46.1 of the conditions and it should be noted that you shall not be entitled to any additional payment for taking such steps.

Yours faithfully

.....

Engineer

**25- Rate of Progress**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Rate of Progress**

Further to my letter to you dated ..... Requiring you to take such steps as are necessary to expedite progress I must advise you that the measures consented to will involve additional supervision costs.

Following my consultation with you and the Employer regarding these I have determined pursuant to Clause 46.1 that the additional supervision costs which shall be recoverable from you by the Employer and may be deducted by the Employer from monies due or to become due to you amount to .....

Yours faithfully

.....

Engineer

**26- Taking-Over Certificate**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Taking-Over Certificate**

We refer to your letter dated ..... and issued pursuant to Clause 48.1 of the conditions advising that the whole of the works have been substantially completed and have satisfactory passed the tests on completion specified in the Contract.

We are in agreement with the above and hereby certify that in our opinion the works were substantially completed in accordance with the contract on .....

Yours faithfully

.....

Engineer

**The engineer may issue instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, is required to be done by the contractor before the issue of such certificate.**

**The engineer shall also notify the contractor of any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified therein.**

**27- Taking-Over Certificate**

Date.....

To

The Contractor

Dear Sir

**Taking-Over Certificate**

We write pursuant to Clause 48.1 of the conditions to give you notice that the following items of defect have appeared in the works:

Item 1 .....

Item 2 .....

These have appeared since instructions were issued to you specifying all the work which in our opinion was required to be done before the issue of a Taking-Over Certificate.

These defects will affect substantial completion.

Yours faithfully

.....

Engineer

**28- Substantial Completion of Parts**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Substantial Completion of Parts**

Further to your letter dated ..... we are now able to certify pursuant to Clause 48.3 of the conditions that the following parts of the works:

1. ....
2. ....
3. ....

Have been substantially completed and have satisfactory passed any tests on completion prescribed by the contract on .....

By the issue of this certificate you are now deemed to have undertaken to complete with due expedition any outstanding work in the parts of the permanent works listed above during the defects liability period.

Yours faithfully

.....

Engineer

**29- Cost of Remedying Defects**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Cost of Remedying Defects**

It has been agreed that the following items of work ..... Carried out after the expiration of the defects liability period are attributable to fair wear and tear.

Accordingly we have pursuant to Clause 49.3 of the conditions determined that ..... Should be added to the contract price in accordance with Clause 52.

Yours faithfully

.....

Engineer

**30- Contractor's failure to Carry out Instructions**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Contractor's failure to Carry out Instructions**

Following your failure to carry out our instructions to remedy defects, we have after consultation with you and the Employer, determined pursuant to Clause 49.4 of the Conditions that the costs which the Employer shall be entitled to recover from you and which may be deducted by the Employer from any monies that are or will become due to you are .....

Yours faithfully

.....

Engineer

**31- Contractor to Search**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Contractor to Search**

We refer to the issue of an Instruction No .....

It is now apparent that the defect in question is one for which you are not liable under the contract.

We have therefore after consultation with you and the Employer determined pursuant to Clause 50.1 of the Conditions that the amount in respect of the costs of the search carried out by you to be added to the contract price is .....

Yours faithfully

.....

Engineer

**32- Variations**

Date.....

To

The Contractor

Dear Sir

**Variations**

You are hereby instructed to carry out the works listed in the attached variation Order which is issued pursuant to Clause 51.1 of the Conditions.

The effect, if any, of these variations shall be valued in accordance with Clause 52.

Yours faithfully

.....

Engineer

Clause 52.1, 52.2 and 52.3 require that the Engineer gives notice to the Contractor that after consultation with both the Contractor and the Employer suitable rates or prices have been agreed and in the event of non agreement the Engineer will determine the rates or price or such sums are to be added to the Contract Price.

**These notices will be copied to the Employer.**

**33- Payment of Claims**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Payment of Claims**

Having received from you detailed particulars of the amounts claimed and the grounds upon which your claim is based we have pursuant to Clause 53.5 of the Conditions determined that the amount in respect of your Claim No. .... to which you are entitled to have included in interim payment Certificate No..... will be .....

Yours faithfully

.....

Engineer

**34- Works to be measured**

Date.....

To

The Contractor's Authorized Agent

Dear Sir

**Works to be measured**

In accordance with Clause 56.1 of the Conditions we give notice of our requirement for the following parts of the work to be measured:

.....

you are required to attend forthwith or send a qualified representative to assist in making such measurements and to supply the following particulars .....

Yours faithfully

.....

Engineer

**Should the contractor or his representative fail to attend, then the measurement taken shall be regarded as the correct measurement of the work.**

**Where for the purpose of measurement the Engineer has prepared records and drawings as the work proceeds he is required to give notice to the Contractor pursuant to Clause 56.1 to attend and agree these.**

**35- Definition of "provisional Sum"**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Definition of "provisional Sum"**

In accordance with Clause 58.1 of the conditions we have determined that the amounts to which you are entitled in respect of the work, supply or contingencies to which the following provisional sums relate are as follows:

Provision Sum Ref .....

Work involved: .....

Amount determined: .....

Yours faithfully

.....

Engineer

**36- Certification of Payments to Nominated Subcontractor**

Date.....

To

(Copy to Contract and Employer)

Dear Sir

**Certification of Payments to Nominated Subcontractor**

We certify that pursuant to Clause 59.5 of the Conditions the contract has failed to provide reasonable proof that payment, less retention, included in previous certificates due to ..... a nominated subcontractor has been paid or discharged, and has failed to satisfy us in writing that he has reasonable cause for withholding or refusing to make such payments or to produce to us reasonable proof that he has so informed the above named nominated Subcontractor in writing.

Accordingly the Employer shall be entitled to pay to the above named subcontractor directly the sum of ..... which the contractor has failed to pay, and to deduct the amount stated from any sums due or to become due from the Employer to the Contractor.

Yours faithfully

.....

Engineer

The Conditions do not indicate to whom this notice should be addressed.

**37- Final Payment Certificate**

Date.....

To

The Employer

(Copy to Contractor)

Dear Sir

**Final Payment Certificate**

In accordance with Clause 60.8 of the Conditions we hereby certify that the amount finally due under the Contract is as follows:

Final value of the works .....

Less amount previously paid by Employer .....

\_\_\_\_\_

.....

Less sums to which the employer is entitled

Under the contract (excluding liquidated

Damages under Clause 47) .....

\_\_\_\_\_

Balance due from the Employer to the Contractor

(Or from the Contractor to the Employer)

Yours faithfully

.....

Engineer

**38- Defects Liability Certificate**

Date.....

To

The Employer

(Copy to Contractor)

Dear Sir

**Defects Liability Certificate**

We have pleasure in certifying pursuant to Clause 62.1 of the Conditions that the date on which the Contractor has completed his obligations to execute and complete the works and remedy any defects therein to our satisfaction was .....

Yours faithfully

.....

Engineer

**39- Default of Contractor**

Date.....

To

The Employer

(Copy to Contractor)

Dear Sir

**Default of Contractor**

We hereby certify in accordance with Clause 63.1 of the Conditions that in our opinion the Contractor has

- (a) Repudiated his contract
- Or list other defaults under Clause 63.1 (b) – (e).

Yours faithfully

.....

Engineer

**The Employer shall then be required pursuant to Clause 63.1 to give notice to the contractor that he will after fourteen days enter upon the site and the works and terminate the Contractor's employment.**

**40- Valuation at date of termination**

Date.....

To

(Copy to Employer and Contractor)

Dear Sir

**Valuation at date of termination**

We hereby certify in accordance with Clause 63.3 of the Conditions that at the time of the Employer's entry upon the site and termination of your employment the amount which had been reasonably earned by you or which reasonably accrue to you in respect of work than actually done by you under the contract was ..... And that the value of any unused or partially used materials, any contractor's Equipment and Temporary works is .....

Yours faithfully

.....

Engineer

The Conditions do not indicate to whom this certificate should be addressed.

**41- Payment after Termination**

Date.....

To

(Copy to Employer and Contractor)

Dear Sir

**Payment after Termination**

We hereby certify in accordance with Clause 63.3 of the Conditions that the Employer's costs of execution, completion and remedying of any defects, damages for delay in completion and all other expenses have amounted to .....

We hereby certify that the sum due to the Contractor upon the due completion of the contract amounts to ..... after the deduction of the Employer's costs stated above.

Yours faithfully

.....

Engineer

The Conditions do not indicate to whom this certificate should be issued.

Should there be a balance of monies due to the Employer then this is payable on demand.

The Employer shall not be liable to pay the Contractor any further monies until the expiration of the defects liability period when this certificate should be issued.

**42- Urgent Remedial Work**

Date.....

To

Copy to Contractor

Dear Sir

**Urgent Remedial Work**

We write to give you notice pursuant to Clause 64.1 of the Conditions that an event of emergency has occurred in connection with the works and in the nature of .....

This will in our opinion necessitate urgent remedial action by you for the safety of the works.

Yours faithfully

.....

Engineer

Should the contractor be unable or unwilling at once to do such work the Employer shall be entitled to employ others.

If such work was, in the opinion of the Engineer, work for which the Contractor was liable then the Engineer shall after due consultation with the Employer and the Contractor determine the amount which shall be recoverable from the Contractor.

**43- Damage to works by special risks**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Damage to works by special risks**

We refer to your letter dated ..... giving notice of damage caused by a special risk as defined in clause 20.4 of the conditions namely .....

Now that the damage to the works has been rectified we have pursuant to Clause 65.3 of the Conditions determined that ..... Should be added to the contract price in accordance with Clause 52

Yours faithfully

.....

Engineer

**44- Increased Costs arising from Special Risks**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Increased Costs arising from Special Risks**

We refer to your letter dated ..... giving notice pursuant to Clause 65.6 of the Conditions that you have and are continuing to incur increased costs as a consequence of the occurrence of a special risk namely .....

After our consultation with you and the Employer, we have determined pursuant to Clause 65.5 that the amount of your costs which shall be added to the contract price will be .....

Yours faithfully

.....

Engineer

**45- Outbreak of War**

Date.....

To  
The Contractor

Dear Sir

**Outbreak of War**

I am writing to give notice pursuant to Clause 65.5 that due to the outbreak of war which has materially affected the execution of the works I am with immediate effect terminating your contract.

Yours faithfully

.....

Employer

**46- Payment for Terminated Contract**

Date.....

To

The Contractor

(Copy to Employer)

Dear Sir

**Payment for Terminated Contract**

Further to the notice of termination issued by the Employer we have pursuant to Clause 65.8 of the Conditions determined that you shall be entitled to payment by the Employer for all work executed prior to the date of termination and in addition for all items as applicable set out in sub paragraphs (a) – (f) of this Clause insofar as such amounts or items have not already been covered by payments on account to you.

The provisions of the Clause shall apply and once we have all the appropriate information we shall after due consultation with you and the Employer determine any sums which are payable.

Yours faithfully

.....

Engineer