

ADDENDUM

IChemE Green Book — 3rd Edition 2002

Amendment required

Pg ii *Add* A licensed electronic version is available to those wishing to prepare multiple copies of contracts. For details, e-mail sales@icheme.org.uk or telephone +44 1788 578214. **This publication is protected by copyright and may not be photocopied.**

Agreement. *Paragraph 12 should read:*

The seat of any arbitration proceedings under Clause 48 shall be *[name]*

Cl.1 *Amend the following definitions to read:*

'Acceptance Certificate' has the meaning set out in Sub-clause 36.3 and **'Acceptance'**, **'Accept'** and **'Accepted'** shall be construed accordingly.

'Documentation' means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.

16.7 *Replace 16.7(f) with the following:*

'involve the employment or use of resources beyond the current capacity of the **Contractor** where he can demonstrate that such resources are unavailable to him or cannot reasonably be obtained.'

16.9 *Replace with following sub-clause:*

'If a disagreement arises between the **Project Manager** and the **Contractor** about any cost incurred by the **Contractor** pursuant to this Clause or Clause 17 (Contractor's Variations) or any modification to the obligations of the **Contractor** necessary to incorporate any **Variation** into the **Works** or the **Approved Programme**, the dispute may be referred to an **Expert** in accordance with Clause 47 (Reference to an Expert).'

19.2 *Line 2, replace 'and' with 'or'*

20.3 *Line 4 should read 'otherwise than for the design, construction, operation, repair or maintenance....'*

24.1 *Delete '(if any)'*

31.5 *Line 1 should read:*

'Before the **Contractor** starts work on the **Site** each party shall provide the other with...'

33.2 *Delete from line 1 'any part of'*

33.5 *Delete from line 1 'any part of'*

Sch.2 First line of paragraph headed **Final Documentation and Manuals**. Change 'Sub-clause 21.8' to 'Sub-clause 21.9'

GN P *First paragraph line 3 should read 'consequential loss' are invariably a feature of contracts in the process plant sector. The primary reason is one of scale: the Purchaser's capital investment, production costs and frequently turnover in the industry....etc*

GN S *Under check list (a) to (y) on page 84 add 'At this stage a final safety review prior to start-up should be carried out.'*