

Dated 12 October 2026

SUBCONTRACT AGREEMENT

Internal partitions, ceilings
and finishes

HARBOUR WORKS

Building B · Dock Lane · Bristol

between

Alder Mere Projects Limited

the Contractor

and

Westhaven Interiors Limited

the Subcontractor

Order reference	AM / HW-26 / SC-014
Document revision	02 · Issued 9 October 2026
Contract date	12 October 2026
Project reference	HW-26 / Building B

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Agreement dated 12 October 2026 between Alder Mere Projects Limited and Westhaven Interiors Limited for the internal partitions, ceilings and finishes at Harbour Works, Building B.

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DOCUMENT CONTROL

Revision	Date	Purpose
01	30 September 2026	Commercial review
02	9 October 2026	Issued for signature

Order reference: AM / HW-26 / SC-014

Read the Conditions together with the Particulars and all four Schedules.

RECITALS AND SUBCONTRACT PARTICULARS

This Agreement is made on **12 October 2026** between the parties identified below in respect of the Subcontract Works at Harbour Works, Building B, Bristol.

RECITALS

- A. Harbour Works Developments Limited (the Employer) has engaged the Contractor for the refurbishment and fit-out of Building B under the Main Contract dated 14 September 2026.
- B. The Contractor wishes to appoint the Subcontractor to undertake the internal partitions, ceilings and finishes package, including the design obligations stated in the Conditions.
- C. The Subcontractor agrees to carry out the Subcontract Works and the Contractor agrees to pay the sums determined under this Agreement, subject to its Conditions and Schedules.

SUBCONTRACT PARTICULARS

Contractor	Alder Mere Projects Limited 18 Mariner Court, Bristol Company registration details: to be confirmed after commencement
Subcontractor	Westhaven Interiors Limited Unit 7, Westhaven Trade Park, Bristol
Employer / Site	Harbour Works Developments Limited Harbour Works, Building B, Dock Lane, Bristol
Subcontract Sum	£185,000.00, subject to clause 1.2 and the Pricing Schedule sum of £168,500.00
Contract dates	Commencement: 5 October 2026 Completion: 4 December 2026 Programme P03 completion: 23 November 2026
Representatives	Contractor: Oliver Vale, Commercial Director Subcontractor: Sophie Marlow, Director
Notices	Contractor's address for formal notices: to be notified separately Administrative email: commercial@aldermere.example
Governing law	England and Wales

DEFINITIONS AND INTERPRETATION

The following words and expressions have the meanings set out below when used with an initial capital letter in this Agreement, the Conditions and the Schedules.

Agreement	This subcontract agreement dated 12 October 2026, comprising the Particulars, Conditions and Schedules identified in the contents.
Business Day	A day other than Saturday, Sunday or a bank holiday in England and Wales.
Commencement Date	5 October 2026, being the date stated in the Particulars for commencement of the Subcontract Works.
Completion Date	The completion date determined under the Particulars and clause 1.3, as adjusted in accordance with the Conditions.
Conditions	Clauses 1 to 10 of this Agreement.
Contractor	Alder Mere Projects Limited and any replacement entity or payment company permitted by clauses 1.1 and 10.2.
Contractor's Representative	Oliver Vale, Commercial Director, or a replacement notified by the Contractor.
Employer	Harbour Works Developments Limited, the employer under the Main Contract.
Main Contract	The agreement dated 14 September 2026 between the Employer and Contractor for the Project, together with the documents described in Schedule 1.
Practical Completion	The stage of completion assessed under clause 8.1, including the handover requirements stated there.
Project / Site	The refurbishment and fit-out of Harbour Works, Building B, and its site at Dock Lane, Bristol.
Subcontract Sum	The sum stated in the Particulars, subject to clause 1.2 and adjustments expressly permitted by the Conditions.
Subcontract Works	The internal partitions, ceilings and finishes package described in Schedule 3 and the documents in Schedule 1, including obligations allocated by clause 2.
Variation	A change to the Subcontract Works instructed and valued in accordance with clause 4.

INTERPRETATION

References to clauses and Schedules are to this Agreement unless stated otherwise. Headings are for convenience. Words in the singular include the plural and vice versa. A reference to writing includes electronic communications where permitted by the applicable notice provision.

Document discrepancies shall be dealt with under clauses 1.2, 1.3 and 2.2. These definitions shall be read together with the provisions in which they appear.

AGREEMENT

THIS SUBCONTRACT is dated 12 October 2026 and relates to the internal fit-out of Harbour Works, Building B, Bristol (the Project). The parties intend that the Articles, Conditions and schedules identified below shall together constitute their agreement.

1. AGREEMENT

1.1 Parties and payment entity

The Contractor is Alder Mere Projects Limited, trading as Alder Mere Construction Group. The Subcontractor is Westhaven Interiors Limited. Payments shall be made by **such company within the Contractor's group as the Contractor may nominate, which shall alone be liable for payment.** Company registration details are to be confirmed following commencement.

1.2 Subcontract sum

The Subcontract Sum is £185,000, inclusive of all obligations under these documents. The Pricing Schedule records £168,500. In the event of any discrepancy, **the lower amount shall prevail and VAT shall be deemed included.** No adjustment shall arise from an error in the Contractor's order or the Pricing Schedule.

1.3 Contract dates

The Commencement Date is 5 October 2026 and the Completion Date is 4 December 2026. The incorporated programme requires completion on 23 November 2026. The Subcontractor shall meet **the earliest date shown in any document, including dates preceding execution of this Subcontract.** The Subcontractor is deemed to have allowed for the resulting resources.

1.4 Tender qualifications

This Subcontract supersedes all prior quotations, clarifications, correspondence and discussions. The Subcontractor's quotation WI-26091 and pre-order meeting record are incorporated for price reference only; **all exclusions, assumptions and qualifications contained in them are withdrawn,** whether or not expressly discussed at the pre-order meeting.

1.5 Early work and letter of intent

Letter of intent LOI-014 dated 2 October 2026 authorised early work up to £15,000 and expired on 9 October 2026. The Subcontractor shall maintain progress pending signature, but **work or orders beyond that limit or after expiry are at the Subcontractor's risk and carry no entitlement to payment** unless further authority was first given in writing by the Contractor's Commercial Director.

DOCUMENTS, SCOPE AND DESIGN

The Subcontract Works comprise the design, supply and installation of internal partitions, suspended ceilings and associated finishes to Building B, together with the obligations set out below.

2. OBLIGATIONS AND DOCUMENT HIERARCHY

2.1 Main contract obligations

The Subcontractor assumes all Contractor obligations under the Main Contract relating directly or indirectly to the Subcontract Works, **whether or not the Main Contract or its amendments have been supplied**. The Subcontractor acknowledges full knowledge of those documents.

2.2 Conflicting requirements

Where the documents are inconsistent, **the requirement imposing the greater cost, higher standard or more onerous obligation upon the Subcontractor shall prevail**. The Contractor's interpretation shall be final and shall not constitute a Variation or grounds for additional time.

2.3 Completeness of scope

The Subcontract Sum includes all work required to complete the package, **whether expressly shown or described in the tender documents or not, and all associated work necessary to satisfy the Main Contract requirements**. No additional payment shall be due for omissions in the Subcontractor's pricing or scope allowance.

2.4 Site information and conditions

The Subcontractor accepts all site conditions, including contamination, asbestos, hidden services and existing defects, **including matters which no reasonable inspection could disclose**. The Contractor accepts no responsibility for supplied information. All resulting work, delay and disposal costs are included in the Subcontract Sum.

2.5 Quantities and measurement

Quantities are indicative. The Subcontractor warrants it has checked them and accepts **all quantity increases without adjustment, whilst reductions shall reduce the Subcontract Sum at the scheduled rates**. No remeasurement claim by the Subcontractor shall be admitted.

2.6 Design standard and performance

The Subcontractor is responsible for all design, including design supplied by others, and shall **ensure the completed Subcontract Works are fit for the purposes stated or implied in the Employer's Requirements**, notwithstanding any reasonable skill and care obligation or approval of the design by the Contractor.

PROGRAMME, ACCESS AND DELAY

The Subcontractor shall execute the Subcontract Works diligently in accordance with the Contractor's programme and shall provide all labour, supervision and resources necessary to meet its obligations.

3. TIME FOR PERFORMANCE

3.1 Access and preceding work

The Contractor gives no assurance of uninterrupted access, possession, completed preceding work or timely design information. The Subcontractor shall bear all resulting delay and disruption without additional time or payment and shall maintain the Completion Date notwithstanding interference by the Contractor or other trades.

3.2 Resequencing and acceleration

The Contractor may alter sequence, working hours, areas and milestones and may require acceleration. The Subcontractor shall comply at its own cost, whether or not it is responsible for the need to accelerate. Acceptance of a revised programme constitutes waiver of any related entitlement.

3.3 Notice of delay

The Subcontractor shall give written notice of any claim for additional time with complete particulars within seven calendar days after it became, or should have become, aware of the event, as a condition precedent to any entitlement. Continuing effects, incomplete information and the Contractor's knowledge of the event shall not excuse compliance.

3.4 Concurrent delay

No extension of time shall be due for a Contractor-risk event where it overlaps a delay for which the Subcontractor is responsible, even where the Contractor-risk event would itself have delayed completion and is the dominant cause of delay. The Subcontractor shall bear the cost of recovering the resulting programme delay.

3.5 Delay damages

For failure to complete by the applicable date, the Subcontractor shall pay £3,500 for each week or part thereof, without an aggregate limit and without prejudice to recovery of Main Contract delay charges and other losses for the same period. These amounts may be deducted subject to the payment provisions.

CHANGES AND VALUATION

The Contractor's site team may direct the manner and sequence of the Subcontract Works. The Subcontractor shall maintain contemporary records of instructions and work undertaken, subject to the following provisions.

4. INSTRUCTIONS AND ADJUSTMENTS

4.1 Authority to instruct

The Subcontractor shall comply immediately with all oral or written directions of any site representative. No direction shall entitle it to additional payment unless confirmed in advance in writing by the Contractor's Commercial Director. The site manager's signature on a record confirms attendance only and shall never authorise payment.

4.2 Change quotation deadline

A fully priced quotation and all supporting evidence must be submitted within seven calendar days of the instruction, failing which entitlement to any adjustment is waived. Lack of design detail or third-party quotations shall not extend that period.

4.3 Basis of valuation

The Contractor shall value changes at the lowest rate in any of the Subcontractor's tenders for any project. Such rates are conclusive and exclude supervision, overheads, profit, disruption and effects on unchanged work, notwithstanding different quantities, location, sequence or working conditions.

4.4 Omissions and replacement work

The Contractor may omit any work and give it to others. The Subcontractor shall receive no payment for committed materials, cancellation charges or demobilisation arising from the omission. The omitted value shall be deducted immediately at the Contractor's valuation.

4.5 Fixed price and duration

The Subcontract Sum and rates shall remain fixed for the actual duration of the works, including any extension, with no adjustment for inflation, increased wages, materials or changes in law. No separate adjustment shall be made for these matters under the variation provisions.

APPLICATIONS AND PAYMENT

The Subcontractor shall submit valuations identifying work executed and supporting records. The following provisions apply to interim and final payment and take precedence over any payment terms in its quotation.

5. PAYMENT MECHANISM

5.1 Payment due date

A valuation shall become due for payment only when the Contractor elects to approve it, there being no obligation to approve within any particular period. The Contractor may request further documents or defer consideration until the following valuation cycle.

5.2 Final date and invoice approval

The final date for payment is sixty days after acceptance of a valid invoice, with the period restarting whenever further information is requested. The Contractor is the sole judge of invoice validity and may amend its requirements without notice.

5.3 Receipt of upstream payment

Notwithstanding any other provision, no payment shall be due unless and until the Contractor has received the corresponding payment from the Employer, whatever the reason for non-payment. The Subcontractor accepts the entire risk of the Employer's default or refusal to pay.

5.4 Upstream certification

The Subcontractor's entitlement shall also depend on certification that the Contractor has fully performed its obligations under the Main Contract. No sum shall be payable while the Employer or its certifier disputes any aspect of the Main Contract works.

5.5 Applications and supporting documents

Applications must be uploaded using the current portal form by noon on the dates in Schedule 4, with signed allocation sheets, photographs and all information requested by the Contractor. Any omission or later request for information renders the entire application invalid and moves it to the next valuation cycle. Email submission shall not constitute an application.

5.6 End of the interim payment schedule

The only interim valuation dates are those listed in Schedule 4. No further interim valuations shall take place after 31 December 2026, whether or not the Subcontract Works remain incomplete. Any remaining balance shall be dealt with through the final-account provisions in clause 8.

DEDUCTIONS, RETENTION AND SECURITY

The Contractor may protect itself against actual or anticipated losses by deductions and security in accordance with this section. Security is additional to, and does not limit, the Subcontractor's other liabilities.

6. PROTECTION OF THE CONTRACTOR

6.1 Group and cross-contract set-off

The Contractor may deduct any amount alleged to be owed to it or any associated company under this or any other contract, **whether disputed, contingent, unquantified or not yet due**. It need not establish the allegation before making the deduction.

6.2 Notice of deductions

All deductions, abatements and contra-charges may be made **at any time, without a pay-less notice and without identifying the calculation or grounds**. They may be introduced after the final date for payment or applied retrospectively to an earlier valuation.

6.3 Retention

Retention shall be five per cent of each payment, with no reduction at completion of the Subcontract Works. No part shall be released until **all defects on the entire Project have been resolved and the Employer has paid every sum owed to the Contractor**. Release may be deferred without an ultimate date.

6.4 Damage and contra-charges

The Subcontractor shall bear all damage and site-cleaning costs in its working areas, **regardless of who caused them and without an opportunity to inspect or remedy**. The Contractor's estimate plus thirty per cent administration shall be conclusive evidence of the sum payable.

6.5 Performance bond

Before payment the Subcontractor shall provide a bond for ten per cent of the Subcontract Sum, **payable on the Contractor's first written demand without proof of default and without an expiry date**. Failure to maintain the bond permits withholding of all sums otherwise payable.

6.6 Personal guarantee

Each director signing on behalf of the Subcontractor also signs in a personal capacity and **guarantees without limit all present and future liabilities of the Subcontractor to every Contractor group company**. The guarantee survives all variations, settlements and changes in the parties.

LIABILITY, INSURANCE AND THIRD PARTIES

The obligations in this section apply notwithstanding completion, payment, termination, approval, inspection or any other provision which might otherwise limit the Subcontractor's responsibility.

7. ALLOCATION OF LOSS

7.1 General indemnity

The Subcontractor shall indemnify the Contractor against all losses, liabilities, costs and expenses arising out of any breach of this Subcontract, including all claims made under the Main Contract and all legal costs, without an express limit or exclusion for the Contractor's own contribution. This indemnity is additional to the Contractor's other remedies.

7.2 Unrestricted liability

The Subcontractor's liability is unlimited and includes loss of profit, revenue, use, opportunity and all third-party liabilities. Any cap elsewhere shall not apply to breach, negligence, indemnities, delay, defects or design, or to any liability claimed by an associated company.

7.3 Insurance availability

The Subcontractor shall maintain professional indemnity insurance of £5 million for each claim for twelve years after completion, irrespective of market availability, premium or exclusions. Evidence of renewal and the policy terms shall be supplied annually on request.

7.4 Collateral warranties

Within five days of request the Subcontractor shall execute warranties for the Employer, funders, purchasers and tenants in any form required by the Contractor, whether or not supplied with this Agreement and without entitlement to additional payment. The Contractor may withhold payment until every requested warranty is delivered.

7.5 Materials, ownership and risk

Ownership of all materials intended for the Subcontract Works shall pass to the Contractor on their identification to the Project, whether paid for or not, whilst all risk of loss and damage remains with the Subcontractor until completion of the entire Project. Off-site materials shall not be included in an interim valuation.

COMPLETION, DEFECTS AND FINAL ACCOUNT

The Subcontractor shall request inspection when it considers its work complete and shall provide the records required under the Subcontract. Certification and final settlement are subject to this section.

8. ACCEPTANCE OF THE SUBCONTRACT WORKS

8.1 Practical completion

Practical completion occurs only when the Contractor is entirely satisfied with all Project works, including other contractors' work, and every minor defect and administrative omission has been eliminated. Occupation or use of the Subcontract Works shall not require certification.

8.2 Defects period

The defects rectification period is twenty-four months from completion of the entire Project. Any repair shall restart that period for the whole of the Subcontract Works, without any final long-stop date. The Contractor may direct betterment and replacement of undamaged adjoining work at the Subcontractor's cost.

8.3 Final account deadline

The final account, with all claims and substantiation, must be received within twenty-eight days after the Contractor first considers the work complete, failing which all unclaimed sums are waived. The Contractor need not notify that date or permit revision of the submission.

8.4 Conclusive final certificate

The Contractor's final certificate shall conclusively determine all entitlements unless challenged within fourteen calendar days of issue by commencing adjudication or court proceedings. Mistake, missing information and unresolved correspondence shall not permit correction after that period.

8.5 Release before payment

Payment of any final-account sum is conditional upon signature of a full release of all claims, known or unknown, whether included in that payment or not. Banking a payment or acknowledging its receipt shall itself constitute such a release.

SUSPENSION, TERMINATION AND DISPUTES

The Subcontractor shall maintain progress during all discussions and disputes. The Contractor's powers under this section are additional to all rights of recovery, deduction and security stated elsewhere.

9. REMEDIES AND DISPUTE RESOLUTION

9.1 Suspension for non-payment

The Subcontractor shall continue all obligations notwithstanding non-payment and irrevocably waives every statutory or contractual right to suspend performance. Any suspension is a repudiatory breach permitting immediate termination and recovery of all resulting losses.

9.2 Contractor suspension

The Contractor may suspend any part of the work indefinitely for convenience. The Subcontractor shall retain its resources available, bear all demobilisation and remobilisation cost and have no right to terminate, however long the suspension continues.

9.3 Termination for convenience

The Contractor may terminate for convenience on seven days' notice. The termination valuation shall include properly executed work only and shall exclude committed materials not yet incorporated, cancellation charges and demobilisation costs. No compensation shall be payable for loss of profit on omitted work.

9.4 Default and step-in

Any breach, however minor, permits immediate termination without warning. The Contractor may then seize the Subcontractor's plant, tools and hired equipment and charge all completion costs without mitigation. No equivalent remedy is available for the Contractor's breach.

9.5 Restriction on adjudication

No dispute may be referred to adjudication until the whole Project is complete and ninety days of mandatory negotiations have expired. Any earlier referral shall be void and constitute a breach by the referring party.

9.6 Costs of adjudication

The Subcontractor shall pay all of the Contractor's legal and expert costs of every adjudication, regardless of who refers the dispute or who succeeds, together with every fee of the adjudicator. This liability arises automatically on service of a notice of adjudication.

NOTICES AND GENERAL PROVISIONS

These provisions apply to all notices, agreements, submissions and communications under the Subcontract, unless the Contractor elects to accept a different procedure in writing.

10. GENERAL PROVISIONS

10.1 Service of notices

Subcontractor notices must be delivered in duplicate original by registered post to the commercial director at an address to be notified later and are valid only when that director personally acknowledges receipt. Contractor notices are effective immediately when uploaded to any supplier portal.

10.2 Transfer of obligations

The Contractor may transfer all rights and obligations to any person without consent, whereupon the original Contractor is released from all liabilities, including unpaid sums. The Subcontractor may not assign a receivable or subcontract any work without consent which may be withheld absolutely.

10.3 Site facilities and attendances

The Subcontractor shall allow for all unloading, lifting, access equipment, storage, temporary supplies and waste removal required for its work. Any facility provided by the Contractor is discretionary and may be withdrawn or charged at rates notified from time to time, without adjustment to the Subcontract Sum or Completion Date.

10.4 Document register and incorporation

Schedule 1 consists of the Main Contract [not attached], Employer's Requirements [revision not stated], drawing series A-100 [latest version] and programme P03. The Subcontractor confirms that all missing schedules and future revisions have been received, checked and accepted without qualification. Schedule 2 qualifications: none. Bond and warranty forms: to follow.

10.5 Acceptance and signing capacity

Attendance, ordering materials or commencing any work constitutes unconditional acceptance of these terms, including all provisions not yet supplied. The signatory confirms that it signs both for the Subcontractor and personally as guarantor under clause 6.6, notwithstanding any outstanding comments or negotiations.

SCHEDULE 1 · CONTRACT DOCUMENTS

The documents below are incorporated subject to clauses 2.1, 2.2 and 10.4.

Schedule 1 · Contract document register

Reference / document	Revision / date	Pack status
AM / HW-26 / SC-014 This Agreement and Conditions	02 9 Oct 2026	Included
MC / HW-26 Main Contract	14 Sep 2026	Not attached
ER / HW-26 Employer's Requirements	Not stated	To follow
A-100 series Architectural drawings	Latest version	Portal issue
P03 Contractor's programme	03 30 Sep 2026	Extract in Schedule 4
WI-26091 Subcontractor's quotation	01 24 Sep 2026	Price reference only
POM / SC-014 Pre-order meeting record	01 29 Sep 2026	Price reference only
LOI-014 Letter of intent	2 Oct 2026 Expired 9 Oct 2026	Previously issued
PB / SC-014 Performance bond form	Not issued	To follow
CW / SC-014 Collateral warranty forms	Not issued	To follow

RECEIPT AND ACCEPTANCE

The Subcontractor acknowledges that all documents in this register, including missing attachments and future revisions, have been received and accepted for the purposes of the Subcontract Sum and programme.

Register prepared by: Oliver Vale, Commercial Director

Register issue date: 9 October 2026

SCHEDULE 2 · QUALIFICATIONS

This Schedule records the treatment of the Subcontractor’s tender qualifications and the pre-order correspondence for package SC-014.

TENDER RECORD

Quotation	WI-26091, revision 01, dated 24 September 2026
Pre-order meeting	29 September 2026, Harbour Works site office
Attendees	Oliver Vale and Sophie Marlow
Minutes	POM / SC-014, revision 01, dated 29 September 2026

Qualifications submitted with quotation WI-26091

Item	Tender qualification	Contractor's status
QF-01	Design limited to partition support details.	Not incorporated
QF-02	Asbestos removal and concealed substrate repairs excluded.	Not incorporated
QF-03	Price assumes clear access during normal working hours.	Not incorporated
QF-04	Quantities subject to confirmation against final drawings.	Not incorporated
QF-05	Standard manufacturer warranties only.	Not incorporated

AGREED QUALIFICATIONS

None. All tender exclusions, assumptions and qualifications are withdrawn in accordance with clause 1.4. Inclusion of the quotation in the document register does not preserve any qualification stated in it.

Schedule issued: 9 October 2026
Prepared for incorporation into Agreement AM / HW-26 / SC-014.

SCHEDULE 3 · SCOPE AND PRICING

The package comprises supply and installation of internal metal stud partitions, plasterboard linings, suspended ceilings, associated finishes and the attendances identified below, to Building B.

Schedule 3 · Pricing Schedule PS-014 · 24 September 2026

Item / description	Quantity	Rate (£)	Amount (£)
01 · Preliminaries and supervision	1 item	15,000	15,000
02 · Metal stud partitions and linings	1,000 m ²	68.00	68,000
03 · Suspended ceilings	650 m ²	62.00	40,300
04 · Decoration and finishes	1,600 m ²	15.00	24,000
05 · Perimeter seals and making good	1 item	8,200	8,200
06 · Design coordination and records	1 item	6,000	6,000
07 · Testing and handover	1 item	7,000	7,000
Total tendered sum, excluding VAT			168,500

RECONCILIATION WITH THE AGREEMENT

The sum in the Particulars is £185,000.00. In the event of inconsistency, the lower amount shall prevail and VAT shall be deemed included, in accordance with clause 1.2.

BASIS OF QUANTITIES

Quantities are indicative only. Increases shall not increase the price; reductions shall reduce the price at the stated rates. The Subcontractor is responsible for checking quantities before commencement.

EXTENT OF THE PACKAGE

The rates include all work necessary for a complete installation, whether or not shown in the tender documents, subject to the scope obligations in clause 2.3.

SCHEDULE 4 · PROGRAMME AND DATES

Programme P03, revision 03, issued 30 September 2026. The Subcontractor shall plan and resource its operations to meet the following dates, subject to clauses 1.3 and 3.

Schedule 4 · Programme and administration dates

Activity / milestone	Start	Finish
Mobilisation and setting out	5 Oct 2026	9 Oct 2026
Partition framing and supports	12 Oct 2026	23 Oct 2026
First-side boarding and coordination	19 Oct 2026	30 Oct 2026
Ceilings, closures and second fix	2 Nov 2026	13 Nov 2026
Decoration and finishes	9 Nov 2026	20 Nov 2026
Package handover	23 Nov 2026	23 Nov 2026

CONTRACT DATE COMPARISON

The Agreement is dated 12 October 2026 and states completion on 4 December 2026. Under clause 1.3, the earlier dates in P03 apply, including the start date before the Agreement was signed.

VALUATION SUBMISSIONS

Application	Valuation date	Submission by
01	30 Oct 2026	28 Oct 2026 · 12:00
02	30 Nov 2026	26 Nov 2026 · 12:00
03	31 Dec 2026	23 Dec 2026 · 12:00

Under clause 5.1, payment becomes due only on approval. Under clause 5.6, no interim valuations continue after 31 December 2026, even if the works overrun.

Under clause 5.2 the final date for payment is 60 days after acceptance of a valid invoice, restarting when further information is requested.

SIGNATURES

The parties have signed this Agreement, comprising the Particulars, Conditions and Schedules, on the dates recorded below. This signature page forms part of subcontract AM / HW-26 / SC-014.

FOR THE CONTRACTOR

Signed for and on behalf of
ALDER MERE PROJECTS LIMITED

O. Vale

Name	Oliver Vale
Position	Commercial Director
Date	12 October 2026
Place	Bristol

FOR THE SUBCONTRACTOR

Signed for and on behalf of
WESTHAVEN INTERIORS LIMITED
and personally as guarantor under clause 6.6

Sophie Marlow

Name	Sophie Marlow
Position	Director
Date	12 October 2026
Place	Bristol

Agreement date: 12 October 2026

Counterpart reference: AM / HW-26 / SC-014 / 02

Retain this signed counterpart with the Conditions and Schedules identified in the contents.