S57 – NOTICE TO REMOVE EMPLOYEE, ETC.

(Clause 23)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The Contractor is notified that the Superintendent is of the opinion that the Contractor’s [INSERT "EMPLOYEE" OR "SUBCONTRACTOR"] namely [INSERT NAME OF EMPLOYEE OR SUBCONTRACTOR EMPLOYED ON WUC] [DELETE AS APPROPRIATE] \*is guilty of misconduct / \*is incompetent / \*has been negligent because [PROVIDE REASONS WHY EMPLOYEE OR SUBCONTRACTOR IS GUILTY OF MISCONDUCT, INCOMPETENT OR NEGLIGENT].

The Superintendent directs the Contractor to remove that person from the site and from any activity connected with WUC by [INSERT TIME AND DATE] and not employ that person on WUC again without the Superintendent’s written approval.

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| --- | --- |
| Signed by the Superintendent: |  |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |

|  |  |
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| [REMOVE BEFORE SENDING] Notes: | |
| a) | Utmost care must be taken before a Superintendent exercises the right of removal given under clause 23 which right should be exercise with objectivity and be supported by reasons. |
| b) | Note that ‘person’ includes a body corporate which infers that the Superintendent may require the Contractor to remove a subcontractor which is a corporation rather than one who is just an individual. |
| c) | It seems clear that this clause is primarily directed at individuals who are guilty of the type of misbehaviour identified in clause 23 although the powers given to the Superintendent to act under this clause are very wide. In appropriate cases, it may be preferable for the Superintendent to direct the Contractor to act under the equivalent clause of the relevant subcontract given that the Contractor is responsible for its subcontractors pursuant to subclause 9.5. |
| d) | As to service of Form S57, refer to clause 7. |