

Multiples of the above are sometimes used and are identified by a number followed by a letter, e.g. 5A indicates a procedure is scheduled every 5 years.

## **5.4 Periodic Audit**

The DMAT may periodically review performance by an Audit and Performance Review of the asset generally or of a specific area of its activity, and may be undertaken by the DMAT'S staff. Facilities shall be made available at the DMAT or Consultant's request.

All records (including computerized records), plans, correspondence, returns, explanations and other information that the DMAT may require shall be made available together with answer questions or explanations as required.

The DMAT shall notify, in writing, any instance where it appears to the DMAT that the performance is not satisfactorily obligations and duties have not been set.

All remedial work necessary to achieve compliance shall be undertaken as soon as practicable and in accordance with any instruction given by the DMAT.

If in the opinion of the DMAT, there is a failure to act with due diligence in taking the necessary action or complying with instructions given, the DMAT may give a Notice of Default in writing specifying the failure and the instructions given in connection therewith. The Notice of Default shall remain in force for three months during which time the DMAT will monitor the performance in complying with the DMAT'S requirements.

If the failure to act continues during the three month period of the Notice of Default, the DMAT may at the end of the period give a further notice (period to be specified by the DMAT) in writing terminating this Contract in whole or in part, if applicable.

Without prejudice to the above, failure to fulfil its obligations whether negligently or otherwise , have the effect of:

- Putting at risk the health or safety of:
  - the public or
  - the employees or
  - the employees of DMAT or
  - the employees of the Consultant ordeprive the DMAT of management information required by such dates as may be specified in or determined under the provisions of this contract The DMAT may give a Notice of Default.
- Provided that where in the opinion of the Engineer there is a failure to fulfil any obligation which has given rise to one or more of the effects referred to above if there is a failure on more than one occasion, the DMAT may give twelve months' notice in writing to terminate a Contract, in whole or in part, where applicable.
- The DMAT (or its Accountants) shall be allowed to inspect accounting and other records including but not limited to, health and safety, quality assurance, time records, suppliers and any other records, relating to the Services without notice during normal hours. The DMAT may take copies of the records and the books of account which it shall keep confidential.
- The DMAT shall be entitled at any time to inspect, examine, test or witness the performance of the services or any part of them. Such inspection or examination shall not release the Operator from any obligation or liability.