Intermediate Building Contract 2016 Intermediate Building Sub-Contract 2016 (ICSub and ICSub/D versions)

Model Form for the Sub-Contract Rights Particulars

Note: An asterisk * indicates text that is to be deleted as appropriate.

Rights to be granted by Sub-Contractor

1 Identity of Beneficiaries

Purchasers/Tenants (P&T) (Specify by name or category)

Funder (F)

Employer (E)

2 Rights to be granted

Rights are to be granted by Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E, as appropriate)

3 Mode of execution

Sub-Contracts and Collateral Warranties

- * must be executed as deeds/
- * may be executed under hand

4 Applicable terms

(References below to clauses are to clauses of the relevant JCT Collateral Warranty.)

(P&T Liability for other losses and E)

If clause 1.1.2 is to apply for any beneficiary, state:

- the beneficiary or category of beneficiaries for whom it is to apply
- whether liability is unlimited or, if limited, each limit on liability that is to apply, i.e.:
 - whether the limit is in respect of each breach, and/or
 - whether it is an aggregate limit on liability either to each individual beneficiary or a category of beneficiaries

(P&T, F Net Contribution^[1] and E)

If in the case of Employer Rights clause 1.3 is to apply, this must be stated, as should any variation in its terms.

Unless otherwise stated, the definition of Consultants shall be that in clause 2.18.4 of the Intermediate Sub-Contract Conditions (ICSub/C and ICSub/D/C).

In the case of JCT warranties from a Sub-Contractor to Purchasers/Tenants and a Funder the Net Contribution clauses apply. In the case of JCT warranties for the Employer the default position is that the provision does not apply unless so stated.



[1]