Advance Payment Bonds 2016

The following bonds have been agreed between the JCT and the British Bankers’ Association:

- for use with SBC 2016
- for use with IC & ICD 2016
- for use with DB 2016
- for use with CM/TC 2016
Advance Payment Bond
(Agreed between the JCT and the British Bankers’ Association)

1 THE parties to this Bond are:
______________________________________________________________________________
whose registered office is at _______________________________________________________
______________________________________________________________________________
_______________________________________________________________ (‘the Surety’), and
______________________________________________________________________________
of ____________________________________________________________________________
______________________________________________________________________________
of __________________________________________________________ (‘the Employer’).

2 The Employer and _________________________________________________ (‘the Contractor’)

have agreed to enter into a contract (‘the Contract’) for building works (‘the Works’) at __________
______________________________________________________________________________

3 The Employer has agreed to pay the Contractor the sum of [ _____________________________ ]
as an advance payment of sums due to the Contractor under the Contract (‘the Advance Payment’)
for reimbursement by the Surety on the following terms:

.1 when the Surety receives a demand from the Employer in accordance with clause 3.2 below
the Surety shall repay the Employer the sum demanded up to the amount of the Advance
Payment;

.2 the Employer shall in making any demand provide to the Surety a completed notice of
demand in the form of the Schedule attached hereto which shall be accepted as conclusive
evidence for all purposes under this Bond. The signatures on any such demand must be
authenticated by the Employer’s bankers;

.3 the Surety shall within 5 Business Days after receiving the demand pay to the Employer the
sum so demanded. ‘Business Day’ means the day (other than a Saturday or a Sunday) on
which commercial banks are open for business in London.

4 Payments due under this Bond shall be made notwithstanding any dispute between the Employer
and the Contractor and whether or not the Employer and the Contractor are or might be under any
liability one to the other. Payment by the Surety under this Bond shall be deemed a valid payment
for all purposes of this Bond and shall discharge the Surety from liability to the extent of such
payment.

5 The Surety consents and agrees that the following actions by the Employer may be made and
done without notice to or consent of the Surety and without in any way affecting changing or
releasing the Surety from its obligations under this Bond and the liability of the Surety hereunder
shall not in any way be affected hereby. The actions are:

.1 waiver by the Employer of any of the terms, provisions, conditions, obligations and
agreements of the Contractor or any failure to make demand upon or take action against the
Contractor;

.2 any modification or changes to the Contract; and/or
.3 the granting of any extensions of time to the Contractor without affecting the terms of clause 7.3 below.

6 The Surety's maximum aggregate liability under this Bond which shall commence on payment of the Advance Payment by the Employer to the Contractor shall be the amount of [______________________________] which sum shall be reduced by the amount of any reimbursement made by the Contractor to the Employer as advised by the Employer in writing to the Surety.

7 The obligations of the Surety under this Bond shall cease upon whichever is the earliest of:
   .1 the date on which the Advance Payment is reduced to nil as certified in writing to the Surety by the Employer;
   .2 the date on which the Advance Payment or any balance thereof is repaid to the Employer by the Contractor (as certified in writing to the Surety by the Employer) or by the Surety; and
   .3 [longstop date to be given],

and any claims hereunder must be received by the Surety in writing on or before such earliest date.

8 This Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.

9 Notwithstanding any other provisions of this Bond nothing in this Bond confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

10 This Bond shall be governed and construed in accordance with the laws of England and Wales.

_______________________________________
IN WITNESS whereof this Deed of Guarantee has been duly executed and delivered on the date below:

Signed as a Deed by: _____________________________________________________________
as the Attorney and on behalf of the Surety: ________________________________

In the presence of:

_______________________________________
witness’ signature

_______________________________________
witness’ name

_______________________________________
witness’ address

Date: _________________________________________
Schedule to Advance Payment Bond

(clause 3.2 of the Bond)

Notice of Demand

Date of Notice: __________________________________________________________________

Date of Bond: ___________________________________________________________________

Employer: ______________________________________________________________________

Surety: ________________________________________________________________________

The Bond has come into effect.

We hereby demand payment of the sum of

£ _________________________________________________ ____________ (amount in words)

which does not exceed the amount of reimbursement for which the Contractor is in default at the

date of this notice.

Address for payment: _____________________________________________________________

______________________________________________________________________________

This Notice is signed by the following persons who are authorised by the Employer to act for and

on his behalf:

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ ________________________

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ _______________________

The above signatures to be authenticated by the Employer’s bankers
Advance Payment Bond

(Agreed between the JCT and the British Bankers’ Association)

1 THE parties to this Bond are:

______________________________________________________________________________

whose registered office is at _______________________________________________________

__________________________________________________________________ ('the Surety'), and

______________________________________________________________________________

of ____________________________________________________________________________

_________________________________________________________________ ('the Employer').

2 The Employer and _________________________________________________ ('the Contractor')

have agreed to enter into a contract ('the Contract') for building works ('the Works') at __________

______________________________________________________________________________

3 The Employer has agreed to pay the Contractor the sum of [ _____________________________ ]

as an advance payment of sums due to the Contractor under the Contract ('the Advance Payment')

for reimbursement by the Surety on the following terms:

.1 when the Surety receives a demand from the Employer in accordance with clause 3.2 below

the Surety shall repay the Employer the sum demanded up to the amount of the Advance

Payment;

.2 the Employer shall in making any demand provide to the Surety a completed notice of
demand in the form of the Schedule attached hereto which shall be accepted as conclusive

evidence for all purposes under this Bond. The signatures on any such demand must be

authenticated by the Employer’s bankers;

.3 the Surety shall within 5 Business Days after receiving the demand pay to the Employer the

sum so demanded. ‘Business Day’ means the day (other than a Saturday or a Sunday) on

which commercial banks are open for business in London.

4 Payments due under this Bond shall be made notwithstanding any dispute between the Employer

and the Contractor and whether or not the Employer and the Contractor are or might be under any

liability one to the other. Payment by the Surety under this Bond shall be deemed a valid payment

for all purposes of this Bond and shall discharge the Surety from liability to the extent of such

payment.

5 The Surety consents and agrees that the following actions by the Employer may be made and

done without notice to or consent of the Surety and without in any way affecting changing or

releasing the Surety from its obligations under this Bond and the liability of the Surety hereunder

shall not in any way be affected hereby. The actions are:

.1 waiver by the Employer of any of the terms, provisions, conditions, obligations and

agreements of the Contractor or any failure to make demand upon or take action against the

Contractor;

.2 any modification or changes to the Contract; and/or
.3 the granting of any extensions of time to the Contractor without affecting the terms of clause 7.3 below.

6 The Surety’s maximum aggregate liability under this Bond which shall commence on payment of the Advance Payment by the Employer to the Contractor shall be the amount of [______________________________] which sum shall be reduced by the amount of any reimbursement made by the Contractor to the Employer as advised by the Employer in writing to the Surety.

7 The obligations of the Surety under this Bond shall cease upon whichever is the earliest of:

.1 the date on which the Advance Payment is reduced to nil as certified in writing to the Surety by the Employer;

.2 the date on which the Advance Payment or any balance thereof is repaid to the Employer by the Contractor (as certified in writing to the Surety by the Employer) or by the Surety; and

.3 [longstop date to be given],

and any claims hereunder must be received by the Surety in writing on or before such earliest date.

8 This Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.

9 Notwithstanding any other provisions of this Bond nothing in this Bond confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

10 This Bond shall be governed and construed in accordance with the laws of England and Wales.

______________________________

IN WITNESS whereof this Deed of Guarantee has been duly executed and delivered on the date below:

Signed as a Deed by: ________________________________________________

as the Attorney and on behalf of the Surety: _____________________________

In the presence of:

______________________________

witness’ signature

______________________________

witness’ name

______________________________

witness’ address

Date: ____________________________
Schedule to Advance Payment Bond
(clause 3.2 of the Bond)

Notice of Demand

Date of Notice: ________________________________________________________________

Date of Bond: ________________________________________________________________

Employer: ________________________________________________________________

Surety: ________________________________________________________________

The Bond has come into effect.
We hereby demand payment of the sum of

£ ________________________________________________________________ (amount in words)
which does not exceed the amount of reimbursement for which the Contractor is in default at the
date of this notice.

Address for payment: __________________________________________________________
____________________________________________________________________________

This Notice is signed by the following persons who are authorised by the Employer to act for and
on his behalf:

Signed by ________________________________________________________________
Name: ________________________________________________________________
Official Position: ____________________________________________________________

Signed by ________________________________________________________________
Name: ________________________________________________________________
Official Position: ____________________________________________________________

The above signatures to be authenticated by the Employer’s bankers
Advance Payment Bond
(Agreed between the JCT and the British Bankers’ Association)

1 THE parties to this Bond are:

______________________________________________________________________________

whose registered office is at _____________________________________________________

_______________________________________________________________ (‘the Surety’), and

______________________________________________________________________________

of ____________________________________________________________________________

_________________________________________________________________ (‘the Employer’).

2 The Employer and _________________________________________________ (‘the Contractor’)

have agreed to enter into a contract (‘the Contract’) for building works (‘the Works’) at __________

______________________________________________________________________________

3 The Employer has agreed to pay the Contractor the sum of [ _____________________________ ]
as an advance payment of sums due to the Contractor under the Contract (‘the Advance Payment’)
for reimbursement by the Surety on the following terms:

   .1 when the Surety receives a demand from the Employer in accordance with clause 3.2 below
      the Surety shall repay the Employer the sum demanded up to the amount of the Advance
      Payment;

   .2 the Employer shall in making any demand provide to the Surety a completed notice of
demand in the form of the Schedule attached hereto which shall be accepted as conclusive
      evidence for all purposes under this Bond. The signatures on any such demand must be
      authenticated by the Employer’s bankers;

   .3 the Surety shall within 5 Business Days after receiving the demand pay to the Employer the
      sum so demanded. ‘Business Day’ means the day (other than a Saturday or a Sunday) on
      which commercial banks are open for business in London.

4 Payments due under this Bond shall be made notwithstanding any dispute between the Employer
   and the Contractor and whether or not the Employer and the Contractor are or might be under any
   liability one to the other. Payment by the Surety under this Bond shall be deemed a valid payment
   for all purposes of this Bond and shall discharge the Surety from liability to the extent of such
   payment.

5 The Surety consents and agrees that the following actions by the Employer may be made and
done without notice to or consent of the Surety and without in any way affecting changing or
releasing the Surety from its obligations under this Bond and the liability of the Surety hereunder
shall not in any way be affected hereby. The actions are:

   .1 waiver by the Employer of any of the terms, provisions, conditions, obligations and
      agreements of the Contractor or any failure to make demand upon or take action against the
      Contractor;

   .2 any modification or changes to the Contract; and/or
.3 the granting of any extensions of time to the Contractor without affecting the terms of clause 7.3 below.

6 The Surety's maximum aggregate liability under this Bond which shall commence on payment of the Advance Payment by the Employer to the Contractor shall be the amount of [_____________________________] which sum shall be reduced by the amount of any reimbursement made by the Contractor to the Employer as advised by the Employer in writing to the Surety.

7 The obligations of the Surety under this Bond shall cease upon whichever is the earliest of:

.1 the date on which the Advance Payment is reduced to nil as certified in writing to the Surety by the Employer;

.2 the date on which the Advance Payment or any balance thereof is repaid to the Employer by the Contractor (as certified in writing to the Surety by the Employer) or by the Surety; and

.3 [longstop date to be given],

and any claims hereunder must be received by the Surety in writing on or before such earliest date.

8 This Bond is not transferable orassignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.

9 Notwithstanding any other provisions of this Bond nothing in this Bond confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

10 This Bond shall be governed and construed in accordance with the laws of England and Wales.

IN WITNESS whereof this Deed of Guarantee has been duly executed and delivered on the date below:

Signed as a Deed by: _____________________________________________________________

as the Attorney and on behalf of the Surety: _________________________________

In the presence of:

______________________________________________________________

witness' signature

______________________________________________________________

witness' name

______________________________________________________________

witness' address

______________________________________________________________

Date: ________________________________
Schedule to Advance Payment Bond
(clause 3.2 of the Bond)

Notice of Demand

Date of Notice: _____________________________________________________________

Date of Bond: __________________________________________________________________

Employer: ______________________________________________________________________

Surety: _______________________________________________________________________

The Bond has come into effect.

We hereby demand payment of the sum of

£ _____________________________________________________________ (amount in words)

which does not exceed the amount of reimbursement for which the Contractor is in default at the
date of this notice.

Address for payment: ___________________________________________________________

______________________________________________________________________________

This Notice is signed by the following persons who are authorised by the Employer to act for and
on his behalf:

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ ________________________

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ ________________________

The above signatures to be authenticated by the Employer’s bankers
Advance Payment Bond

(Agreed between the JCT and the British Bankers’ Association)

1 THE parties to this Bond are:

______________________________________________________________________________

whose registered office is at _____________________________________________________

______________________________________________________________________________

_______________________________________________________________ (‘the Surety’), and

______________________________________________________________________________

_______________________________________________________________ (‘the Employer’).

2 The Employer and ____________________________________________ (‘the Trade Contractor’)

have agreed to enter into a contract (‘the Trade Contract’) for building works (‘the Works’) at _____

______________________________________________________________________________

3 The Employer has agreed to pay the Trade Contractor the sum of

[______________________________] as an advance payment of sums due to the Trade

Contractor under the Trade Contract (‘the Advance Payment’) for reimbursement by the Surety on

the following terms:

.1 when the Surety receives a demand from the Employer in accordance with clause 3.2 below

the Surety shall repay the Employer the sum demanded up to the amount of the Advance

Payment;

.2 the Employer shall in making any demand provide to the Surety a completed notice of

demand in the form of the Schedule attached hereto which shall be accepted as conclusive

evidence for all purposes under this Bond. The signatures on any such demand must be

authenticated by the Employer’s bankers;

.3 the Surety shall within 5 Business Days after receiving the demand pay to the Employer the

sum so demanded. ‘Business Day’ means the day (other than a Saturday or a Sunday) on

which commercial banks are open for business in London.

4 Payments due under this Bond shall be made notwithstanding any dispute between the Employer

and the Trade Contractor and whether or not the Employer and the Trade Contractor are or might

be under any liability one to the other. Payment by the Surety under this Bond shall be deemed a

valid payment for all purposes of this Bond and shall discharge the Surety from liability to the

extent of such payment.

5 The Surety consents and agrees that the following actions by the Employer may be made and

done without notice to or consent of the Surety and without in any way affecting changing or

releasing the Surety from its obligations under this Bond and the liability of the Surety hereunder

shall not in any way be affected hereby. The actions are:

.1 waiver by the Employer of any of the terms, provisions, conditions, obligations and

agreements of the Trade Contractor or any failure to make demand upon or take action

against the Trade Contractor;

.2 any modification or changes to the Trade Contract; and/or
.3 the granting of any extensions of time to the Trade Contractor without affecting the terms of clause 7.3 below.

6 The Surety's maximum aggregate liability under this Bond which shall commence on payment of the Advance Payment by the Employer to the Trade Contractor shall be the amount of [_____________________________] which sum shall be reduced by the amount of any reimbursement made by the Trade Contractor to the Employer as advised by the Employer in writing to the Surety.

7 The obligations of the Surety under this Bond shall cease upon whichever is the earliest of:
   .1 the date on which the Advance Payment is reduced to nil as certified in writing to the Surety by the Employer;
   .2 the date on which the Advance Payment or any balance thereof is repaid to the Employer by the Trade Contractor (as certified in writing to the Surety by the Employer) or by the Surety; and
   .3 [longstop date to be given],
and any claims hereunder must be received by the Surety in writing on or before such earliest date.

8 This Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.

9 Notwithstanding any other provisions of this Bond nothing in this Bond confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

10 This Bond shall be governed and construed in accordance with the laws of England and Wales.

IN WITNESS whereof this Deed of Guarantee has been duly executed and delivered on the date below:

Signed as a Deed by: _____________________________________________________________
as the Attorney and on behalf of the Surety: _______________________________________

In the presence of:

_______________________________________
witness’ signature

_______________________________________
witness’ name

_______________________________________
witness’ address

Date: _________________________________________
Schedule to Advance Payment Bond
(clause 3.2 of the Bond)

Notice of Demand

Date of Notice: __________________________________________________________________

Date of Bond: ___________________________________________________________________

Employer: ______________________________________________________________________

Surety: ________________________________________________________________________

The Bond has come into effect.

We hereby demand payment of the sum of

£ ______________________________________________________________ (amount in words)

which does not exceed the amount of reimbursement for which the Trade Contractor is in default at
the date of this notice.

Address for payment: _____________________________________________________________

______________________________________________________________________________

This Notice is signed by the following persons who are authorised by the Employer to act for and
on his behalf:

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ ________________________

Signed by ______________________________________________________________________

Name: ____________________________________________ ____________________

Official Position: ________________________________ ________________________

The above signatures to be authenticated by the Employer’s bankers