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

- for use with SBC 2016
- for use with SBCSub & SBCSub/D 2016
- for use with IC & ICD 2016
- for use with ICSub, ICSub/D & ICSub/NAM 2016
- for use with DB 2016
- for use with DBSub 2016
- for use with CM/TC 2016
- for use with MCWC 2016
- for use with PCC 2016



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

1	THE parties to this Bond are:				
	who	ose registered office is at			
		(the Surety'), and		
			_ ('the Employer').		
2	The	Employer and	('the Contractor')		
	have	e agreed to enter into a contract ('the Contract') for building works ('the Works	s') at		
3		Subject to the relevant provisions of the Contract as summarised below but with which the Surety shall not at all be concerned:			
	.1	the Employer has agreed to include the amount stated as due in Interion defined in the Contract) for payment by the Employer the value of those or items pre-fabricated for inclusion in the Works listed by the Employer been included as part of the Contract ('the Listed Items'), before their delive to the Works; and	materials or goods in a list which has		
	.2	the Contractor has agreed to insure the Listed Items against loss or da value under a policy of insurance protecting the interests of the Employer during the period commencing with the transfer of the property in the items until they are delivered to or adjacent to the Works; and	and the Contractor		
	.3	this Bond shall exclusively relate to the amount paid to the Contractor Listed Items which have not been delivered to or adjacent to the Works.	in respect of the		
4	the und	Employer shall in making any demand provide to the Surety a Notice of Den Schedule attached hereto which shall be accepted as conclusive evidencer this Bond. The signatures on any such demand must be authenticated kers.	e for all purposes		
5	SO (Surety shall within 5 Business Days after receiving the demand pay to the demanded. 'Business Day' means the day (other than a Saturday or a sumercial banks are open for business in London.			
6	and liabi	ments due under this Bond shall be made notwithstanding any dispute between the Contractor and whether or not the Employer and the Contractor are or not the to the other. Payment by the Surety under this Bond shall be deement all purposes of this Bond and shall discharge the Surety from liability to t	hight be under any ed a valid payment		

payment.



- 7 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 an extension of time to the Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Employer; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Contract which the Employer considers will be sufficient to cover him for maximum payments to the Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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



Schedule to Bond
(clause 4 of the Bond)
Notice of Demand
Date of Notice:
Date of Bond:
Employer:
Surety:
We hereby demand payment of the sum of £ being the amount stated as due in respect of Listed Items included in the amount stated as due in an Interim Certificate(s) for payment which has been duly made to the Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works.
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



1	THE	parties to this Bond are:	
	who	se registered office is at	
		('the Surety'), and	
	of		
		('the Contractor').	
2	The have	Contractor and('the Sub-Contractor') agreed to enter into a sub-contract ('the Sub-Contract') for works ('the Sub-Contract Works')	
	at _		
3		ect to the relevant provisions of the Sub-Contract as summarised below but with which the ty shall not at all be concerned:	
	.1	the Contractor has agreed to include in an amount stated as due in a payment by the Contractor to the Sub-Contractor the value of those materials or goods or items pre- fabricated for inclusion in the Sub-Contract Works listed by the Contractor in a list which has been included as part of the Sub-Contract ('the Listed Items'), before their delivery to or adjacent to the Main Contract Works; and	
	.2	the Sub-Contractor has agreed to insure the Listed Items against loss or damage for their full value under a policy of insurance protecting the interests of the Employer (the person referred to as Employer in the Sub-Contract), the Contractor and the Sub-Contractor during the period commencing with the transfer of the property in the items to the Sub-Contractor until they are delivered to or adjacent to the Main Contract Works; and	
	.3	this Bond shall exclusively relate to the amount paid to the Sub-Contractor in respect of the Listed Items which have not been delivered to or adjacent to the Main Contract Works.	
4	of th	Contractor shall in making any demand provide to the Surety a Notice of Demand in the form e Schedule attached hereto which shall be accepted as conclusive evidence for all purposes or this Bond. The signatures on any such demand must be authenticated by the Contractor's sers.	
5	The Surety shall within 5 Business Days after receiving the demand pay to the Contractor 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.		
6	and unde payr	Payments due under this Bond shall be made notwithstanding any dispute between the Contractor and the Sub-Contractor and whether or not the Contractor and the Sub-Contractor are or might be under any liability one to the other. Payment by the Surety under this Bond shall be deemed a valic payment for all purposes of this Bond and shall discharge the Surety from liability to the extent o such payment.	



- 7 The Surety consents and agrees that the following actions by the Contractor 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 Contractor of any of the terms, provisions, conditions, obligations and agreements of the Sub-Contractor or any failure to make demand upon or take action against the Sub-Contractor;
 - .2 any modification or changes to the Sub-Contract; and/or
 - .3 the granting of an extension of time to the Sub-Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- **9** The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Main Contract Works as certified in writing to the Surety by the Contractor; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Sub-Contract which the Contractor considers will be sufficient to cover him for maximum payments to the Sub-Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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 Bond		
(clause 4 of the Bond)		
Notice of Demand		
Date of Notice:		
Date of Bond:		
Contractor:		
Surety:		
We hereby demand payment of the sum of \pounds being the amount stated as due in respect of Listed Items included in the amount stated as due in an interim payment(s) which has been duly made to the Sub-Contractor by the Contractor but such Listed Items have not been delivered to or adjacent to the Main Contract Works.		
Address for payment:		
This Notice is signed by the following persons who are authorised by the Contractor 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 Contractor's bankers



I	THE	E parties to this Bond are:		
	who	se registered office is at	-	
		('the Surety'), and		
			-	
		('the Employer')).	
2	The	Employer and('the Contractor'))	
	have	e agreed to enter into a contract ('the Contract') for building works ('the Works') at	_	
3		Subject to the relevant provisions of the Contract as summarised below but with which the Surety shall not at all be concerned:		
	.1	the Employer has agreed to include the amount stated as due in Interim Certificates (a defined in the Contract) for payment by the Employer the value of those materials or good or items pre-fabricated for inclusion in the Works listed by the Employer in a list which has been included as part of the Contract ('the Listed Items'), before their delivery to or adjace to the Works; and	ds as	
	.2	the Contractor has agreed to insure the Listed Items against loss or damage for their fu value under a policy of insurance protecting the interests of the Employer and the Contractor during the period commencing with the transfer of the property in the items to the Contractor until they are delivered to or adjacent to the Works; and	or	
	.3	this Bond shall exclusively relate to the amount paid to the Contractor in respect of th Listed Items which have not been delivered to or adjacent to the Works.	ie	
	the und	The Employer shall in making any demand provide to the Surety a Notice of Demand in the form o 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.		
	SO (The Surety shall within 5 Business Days after receiving the demand pay to the Employer the surr so demanded. 'Business Day' means the day (other than a Saturday or a Sunday) on which commercial banks are open for business in London.		
		ments due under this Bond shall be made notwithstanding any dispute between the Employer the Contractor and whether or not the Employer and the Contractor are or might be under ar		



- 7 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 an extension of time to the Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Employer; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Contract which the Employer considers will be sufficient to cover him for maximum payments to the Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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



Schedule to Bond		
(clause 4 of the Bond)		
Notice of Demand		
Date of Notice:		
Date of Bond:		
Employer:		
Surety:		
We hereby demand payment of the sum of \pounds being the amount stated as due in respect of Listed Items included in the amount stated as due in an Interim Certificate(s) for payment which has been duly made to the Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works.		
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		



1	THE	THE parties to this Bond are:		
	who	se registered office is at		
		('the Surety'), and		
	 of			
		('the Contractor').		
2	The have	Contractor and('the Sub-Contractor' e agreed to enter into a sub-contract ('the Sub-Contract') for works ('the Sub-Contract Works')		
	at_			
3	Sub Sure	Subject to the relevant provisions of the Sub-Contract as summarised below but with which the Surety shall not at all be concerned:		
	.1	the Contractor has agreed to include in an amount stated as due in a payment by the Contractor to the Sub-Contractor the value of those materials or goods or items pre fabricated for inclusion in the Sub-Contract Works listed by the Contractor in a list which has been included as part of the Sub-Contract ('the Listed Items'), before their delivery to o adjacent to the Main Contract Works; and		
	.2	the Sub-Contractor has agreed to insure the Listed Items against loss or damage for their full value under a policy of insurance protecting the interests of the Employer (the person referred to as Employer in the Sub-Contract), the Contractor and the Sub-Contractor during the period commencing with the transfer of the property in the items to the Sub-Contractor until they are delivered to or adjacent to the Main Contract Works; and		
	.3	this Bond shall exclusively relate to the amount paid to the Sub-Contractor in respect of the Listed Items which have not been delivered to or adjacent to the Main Contract Works.		
4	of th unde	The Contractor shall in making any demand provide to the Surety a 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 Contractor's bankers.		
5	so d	The Surety shall within 5 Business Days after receiving the demand pay to the Contractor 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.		
6	and und payr	Payments due under this Bond shall be made notwithstanding any dispute between the Contracto and the Sub-Contractor and whether or not the Contractor and the Sub-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 o such payment.		



- 7 The Surety consents and agrees that the following actions by the Contractor 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 Contractor of any of the terms, provisions, conditions, obligations and agreements of the Sub-Contractor or any failure to make demand upon or take action against the Sub-Contractor;
 - .2 any modification or changes to the Sub-Contract; and/or
 - .3 the granting of an extension of time to the Sub-Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Main Contract Works as certified in writing to the Surety by the Contractor; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Sub-Contract which the Contractor considers will be sufficient to cover him for maximum payments to the Sub-Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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 Bond
(clause 4 of the Bond)
Notice of Demand
Date of Notice:
Date of Bond:
Contractor:
Surety:
We hereby demand payment of the sum of \pounds being the amount stated as due in respect of Listed Items included in the amount stated as due in an interim payment(s) which has been duly made to the Sub-Contractor by the Contractor but such Listed Items have not been delivered to or adjacent to the Main Contract Works.
Address for payment:
This Notice is signed by the following persons who are authorised by the Contractor 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 Contractor's bankers



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

1	THE	THE parties to this Bond are:			
	who	ose registered office is at			
			('the Surety'), and		
	 of				
			('the Employer').		
2	The	Employer and	('the Contractor')		
	have	e agreed to enter into a contract ('the Contract') for building works	('the Works') at		
3		Subject to the relevant provisions of the Contract as summarised below but with which the Surety shall not at all be concerned:			
	.1	the Employer has agreed to include the amount stated as defined in the Contract) the value of those materials or good inclusion in the Works listed by the Employer in a list which ha Contract ('the Listed Items'), before their delivery to or adjacent	ds or items pre-fabricated for s been included as part of the		
	.2	the Contractor has agreed to insure the Listed Items against value under a policy of insurance protecting the interests of the during the period commencing with the transfer of the property until they are delivered to or adjacent to the Works; and	Employer and the Contractor		
	.3	this Bond shall exclusively relate to the amount paid to the Listed Items which have not been delivered to or adjacent to th			
4	the und	The Employer shall in making any demand provide to the Surety a Notice of Demand in the form of the Schedule attached hereto which shall be accepted as conclusive evidence for all purpose under this Bond. The signatures on any such demand must be authenticated by the Employer bankers.			
5	SO (Surety shall within 5 Business Days after receiving the demand demanded. 'Business Day' means the day (other than a Satur amercial banks are open for business in London.			
6	Pav	monte due under this Bond shall be made notwithstanding any d	licpute between the Employer		

6 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.



- 7 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 an extension of time to the Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Employer; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Contract which the Employer considers will be sufficient to cover him for maximum payments to the Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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



Schedule to Bond
(clause 4 of the Bond)
Notice of Demand
Date of Notice:
Date of Bond:
Employer:
Surety:
We hereby demand payment of the sum of £ being the amount in respect of Listed Items included in an Interim Payment(s) which has been duly made to the Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works.
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



1	THE	parties to this Bond are:	
	who	se registered office is at	
		('the Surety'), and	
	of		
		('the Contractor').	
2	Con	Contractor and ('the Sub- ractor') have agreed to enter into a sub-contract ('the Sub-Contract') for works ('the Sub- ract Works')	
	at _		
3	Subject to the relevant provisions of the Sub-Contract as summarised below but with which the Surety shall not at all be concerned:		
	.1	the Contractor has agreed to include in an amount stated as due in a payment by the Contractor to the Sub-Contractor the value of those materials or goods or items pre- fabricated for inclusion in the Sub-Contract Works listed by the Contractor in a list which has been included as part of the Sub-Contract ('the Listed Items'), before their delivery to or adjacent to the Main Contract Works; and	
	.2	the Sub-Contractor has agreed to insure the Listed Items against loss or damage for their full value under a policy of insurance protecting the interests of the Employer (the person referred to as Employer in the Sub-Contract), the Contractor and the Sub-Contractor during the period commencing with the transfer of the property in the items to the Sub-Contractor until they are delivered to or adjacent to the Main Contract Works; and	
	.3	this Bond shall exclusively relate to the amount paid to the Sub-Contractor in respect of the Listed Items which have not been delivered to or adjacent to the Main Contract Works.	
4	The Contractor shall in making any demand provide to the Surety a 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 Contractor's bankers.		
5	The Surety shall within 5 Business Days after receiving the demand pay to the Contractor 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.		
6	Payments due under this Bond shall be made notwithstanding any dispute between the Contractor and the Sub-Contractor and whether or not the Contractor and the Sub-Contractor are or might be under any liability one to the other. Payment by the Surety under this Bond shall be deemed a value payment for all purposes of this Bond and shall discharge the Surety from liability to the extent of such payment.		



- 7 The Surety consents and agrees that the following actions by the Contractor 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 Contractor of any of the terms, provisions, conditions, obligations and agreements of the Sub-Contractor or any failure to make demand upon or take action against the Sub-Contractor;
 - .2 any modification or changes to the Sub-Contract; and/or
 - .3 the granting of an extension of time to the Sub-Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be * [_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Main Contract Works as certified in writing to the Surety by the Contractor; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Sub-Contract which the Contractor considers will be sufficient to cover him for maximum payments to the Sub-Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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 Bond		
(clause 4 of the Bond)		
Notice of Demand		
Date of Notice:		
Date of Bond:		
Contractor:		
Surety:		
We hereby demand payment of the sum of \pounds being the amount stated as due in respect of Listed Items included in the amount stated as due in an interim payment(s) which has been duly made to the Sub-Contractor by the Contractor but such Listed Items have not been delivered to or adjacent to the Main Contract Works.		
Address for payment:		
This Notice is signed by the following persons who are authorised by the Contractor 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 Contractor's bankers



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

1	THE	THE parties to this Bond are:				
	who	whose registered office is at				
		('the Surety'), and				
	of					
		('the Employer')				
2	The	Employer and ('the Trade Contractor')				
	have	e agreed to enter into a contract ('the Trade Contract') for building works ('the Works') at				
3		Subject to the relevant provisions of the Trade Contract as summarised below but with which the Surety shall not at all be concerned:				
	.1	the Employer has agreed to include the amount stated as due in Interim Certificates (as defined in the Trade Contract) for payment by the Employer the value of those materials o goods or items pre-fabricated for inclusion in the Works listed by the Employer in a list which has been included as part of the Trade Contract ('the Listed Items'), before their delivery to or adjacent to the Works; and				
	.2	the Trade Contractor has agreed to insure the Listed Items against loss or damage for their full value under a policy of insurance protecting the interests of the Employer and the Trade Contractor during the period commencing with the transfer of the property in the items to the Trade Contractor until they are delivered to or adjacent to the Works; and				
	.3	this Bond shall exclusively relate to the amount paid to the Trade Contractor in respect o the Listed Items which have not been delivered to or adjacent to the Works.				
4	the sunde	The Employer shall in making any demand provide to the Surety a Notice of Demand in the form the Schedule attached hereto which shall be accepted as conclusive evidence for all purpose under this Bond. The signatures on any such demand must be authenticated by the Employer bankers.				
5	so c	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.				
6	Payr	nents due under this Bond shall be made notwithstanding any dispute between the Employe				

6 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.



- 7 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 an extension of time to the Trade Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Employer; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Trade Contract which the Employer considers will be sufficient to cover him for maximum payments to the Trade Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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



Schedule to Bond				
(clause 4 of the Bond)				
Notice of Demand				
Date of Notice:				
Date of Bond:				
Employer:				
Surety:				
We hereby demand payment of the sum of £ being the amount stated as due in respect of Listed Items included in the amount stated as due in an Interim Certificate(s) for payment which has been duly made to the Trade Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works.				
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				



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

1	THE	parties to this Bond are:		
	who	se registered office is at		
		('the Surety'), and		
	 of			
		('the Management Contractor').		
2	Con	Management Contractor and ('the Works tractor') have agreed to enter into a sub-contract ('the Works Contract') for works ('the Works')		
3	Subj	Subject to the relevant provisions of the Works Contract as summarised below but with which the Surety shall not at all be concerned:		
	.1	the Management Contractor has agreed to include in an amount stated as due in a payment by the Management Contractor to the Works Contractor the value of those materials or goods or items pre-fabricated for inclusion in the Works listed by the Management Contractor in a list which has been included as part of the Works Contract ('the Listed Items'), before their delivery to or adjacent to the Works; and		
	.2	the Works Contractor has agreed to insure the Listed Items against loss or damage for their full value under a policy of insurance protecting the interests of the Employer (the person referred to as Employer in the Works Contract), the Management Contractor and the Works Contractor during the period commencing with the transfer of the property in the items to the Works Contractor until they are delivered to or adjacent to the Project; and		
	.3	this Bond shall exclusively relate to the amount paid to the Works Contractor in respect of the Listed Items which have not been delivered to or adjacent to the Project.		
4	Derr evid	The Management Contractor shall in making any demand provide to the Surety a 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 Management Contractor's bankers.		
5	Con	The Surety shall within 5 Business Days after receiving the demand pay to the Management Contractor 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.		
6	Man and Sure	Payments due under this Bond shall be made notwithstanding any dispute between th Management Contractor and the Works Contractor and whether or not the Management Contractor and the Works Contractor are or might be under any liability one to the other. Payment by th Surety under this Bond shall be deemed a valid payment for all purposes of this Bond and sha discharge the Surety from liability to the extent of such payment.		
7	mad	The Surety consents and agrees that the following actions by the Management Contractor 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 Management Contractor of any of the terms, provisions, conditions, obligations and agreements of the Works Contractor or any failure to make demand upon or take action against the Works Contractor;
- .2 any modification or changes to the Works Contract; and/or
- .3 the granting of an extension of time to the Works Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be * [_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Management Contractor; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- **11** 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Works Contract which the Management Contractor considers will be sufficient to cover him for maximum payments to the Works Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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 Bond			
(clause 4 of the Bond)			
Notice of Demand			
Date of Notice:			
Date of Bond:			
Management Contractor:			
Surety:			
We hereby demand payment of the sum of \pounds			
Address for payment:			
This Notice is signed by the following persons who are authorised by the Management Contractor 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 Management Contractor's bankers			



1	THE parties to this Bond are:					
	who	whose registered office is at				
			('the Surety'), and			
	 of					
			('the Employer').			
2	The	Employer and	('the Contractor')			
	have	e agreed to enter into a contract ('the Contract') for b	puilding works ('the Works') at			
3		Subject to the relevant provisions of the Contract as summarised below but with which the Surety shall not at all be concerned:				
	.1	the Employer has agreed to include the amour defined in the Contract) for payment by the Emp or items pre-fabricated for inclusion in the Works been included as part of the Contract ('the Listed to the Works; and	loyer the value of those materials or goods s listed by the Employer in a list which has			
	.2	the Contractor has agreed to insure the Listed value under a policy of insurance protecting the in during the period commencing with the transfer o until they are delivered to or adjacent to the Work	nterests of the Employer and the Contractor f the property in the items to the Contractor			
	.3	this Bond shall exclusively relate to the amoun Listed Items which have not been delivered to or				
4	the sunde	The Employer shall in making any demand provide to the Surety a Notice of Demand in the form the Schedule attached hereto which shall be accepted as conclusive evidence for all purpose under this Bond. The signatures on any such demand must be authenticated by the Employer bankers.				
5	so c	The Surety shall within 5 Business Days after receiving the demand pay to the Employer the sur so demanded. 'Business Day' means the day (other than a Saturday or a Sunday) on whic commercial banks are open for business in London.				
6		Payments due under this Bond shall be made notwithstanding any dispute between the Employe and the Contractor and whether or not the Employer and the Contractor are or might be under an				



- 7 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 an extension of time to the Contractor without affecting the terms of clause 9.2 below.
- 8 The Surety's maximum aggregate liability under this Bond shall be *[_____].
- 9 The obligations of the Surety under this Bond shall cease upon whichever is the earlier of:
 - .1 the date on which all the Listed Items have been delivered to or adjacent to the Works as certified in writing to the Surety by the Employer; or
 - .2 [longstop date to be given],

- **10** The Bond is not transferable or assignable without the prior written consent of the Surety. Such written consent will not be unreasonably withheld.
- 11 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.
- 12 This Bond shall be governed and construed in accordance with the laws of England and Wales.

*The value stated in the Contract which the Employer considers will be sufficient to cover him for maximum payments to the Contractor for the Listed Items that will have been made and not delivered to the site at any one time.

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



Schedule to Bond				
(clause 4 of the Bond)				
Notice of Demand				
Date of Notice:				
Date of Bond:				
Employer:				
Surety:				
We hereby demand payment of the sum of \pounds being the amount stated as due in respect of Listed Items included in the amount stated as due in an Interim Certificate(s) for payment which has been duly made to the Contractor by the Employer but such Listed Items have not been delivered to or adjacent to the Works.				
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				