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 DB 2016
- for use with DBSub 2016
- for use with CM/TC 2016
- for use with MCWC 2016



	BON	D dated the day of 20				
	issue	d by				
	of					
		('the Surety')				
	in fav	our of				
	of					
		('the Employer')				
1	contract ('the Contract') between the Employer and					
	of					
	from	('the Contractor') ('the Contractor') ('the Contractor') ('the Contractor') ('the Contractor') ('the Contract to deduct Retention amounts included in Interim Certificates provided the Contractor has taken out this Bond in r of the Employer.				
2	The S	Surety is hereby bound to the Employer in the maximum aggregate sum of				
		(figures and words) the Surety is notified by the Employer in writing of the date of issue of the next Interim icate after practical completion when the maximum aggregate sum shall be reduced by 50 per				
3		The Employer shall, on a demand which complies with the requirements in clause 4 below, be entitled to receive from the Surety the sum therein demanded.				
4	Any demand by the Employer under clause 3 above shall:					
	.1	be in writing addressed to the Surety at its office at				
		refer to this Bond, and with the signature(s) therein authenticated by the Employer's bankers; and				
	.2	state the amount of the Retention that would have been held by the Employer at the date of the demand had Retention been deductible; and				
	.3	state the amount demanded, which shall not exceed the amount stated pursuant to clause 4.2 above, and identify for which one or more of the following such amount is demanded:				



- .1 the costs actually incurred by the Employer by reason of the failure of the Contractor to comply with the instructions of the Architect/Contract Administrator under the Contract; and be accompanied by a statement by the Architect/Contract Administrator which confirms that this failure by the Contractor has occurred;
- .2 the insurance premiums paid by the Employer pursuant to the Contract because the Contractor has not taken out and/or not maintained any insurance of the building works which he was required under the Contract to take out and/or maintain;
- .3 liquidated and ascertained damages which under the Contract the Contractor is due to pay or allow to the Employer; and be accompanied by a copy of the certificate of the Architect/Contract Administrator which under the Contract he is required to issue and which certifies that the Contractor has failed to complete the works by the contractual Completion Date;
- .4 any expenses or any direct loss and/or damage caused to the Employer as a result of the termination of the Contractor's employment by the Employer;
- .5 any costs, other than the amounts referred to in clauses 4.3.1 to 4.3.4 above, which the Employer has actually incurred and which, under the Contract, he is entitled to deduct from monies otherwise due or to become due to the Contractor; and identify his entitlement;

.4 incorporate a certification that the Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Employer and that the Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Employer by the Contractor.

- 5 If the Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Employer shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Contract of the Certificate of Making Good as confirmed by the Employer to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_ (insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



Signed as a Deed by: \_\_\_\_\_

as the Attorney and on behalf of the Surety:

In the presence of:

witness' signature

witness' name

witness' address



BO	ND dated the	day of	20	
issu	led by			
of _				
			('the Surety'	
in fa	avour of			
of _				
			('the Contractor')	
Bya	a sub-contract ('the	Sub-Contract') between the Contractor	rand	
of				
0.				
Ret		reed that he will not exercise his right ts included in interim payments provid		
The	e Surety is hereby b	ound to the Contractor in the maximum	aggregate sum of	
unti	il the Surety is not	ified by the Contractor in writing of t	(figures and words) he date of issue of the next interin	
pay		I completion of the Sub-Contract Work		
The enti	The Contractor shall, on a demand which complies with the requirements in clause 4 below, be entitled to receive from the Surety the sum therein demanded.			
Any	/ demand by the Co	ntractor under clause 3 above shall:		
.1	be in writing add	ressed to the Surety at its office at		
	refer to this Bo bankers; and	ond, and with the signature(s) therei	n authenticated by the Contractor's	
.2		t of the Retention that would have been I Retention been deductible; and	n held by the Contractor at the date o	
.3		nt demanded, which shall not exceed t dentify for which one or more of the foll		
		s actually incurred by the Contractor or to comply with the directions of the C		



- .2 any expenses or any direct loss and/or damage caused to the Contractor as a result of the termination of the Sub-Contractor's employment by the Contractor;
- .3 any costs, other than the amounts referred to in clauses 4.3.1 and 4.3.2 above, which the Contractor has actually incurred and which, under the Sub-Contract, he is entitled to deduct from monies otherwise due or to become due to the Sub-Contractor; and identify his entitlement;

.4 incorporate a certification that the Sub-Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Contractor and that the Sub-Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Contractor by the Sub-Contractor.

- 5 If the Sub-Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Contractor shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Main Contract of the Certificate of Making Good as confirmed by the Contractor to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_(insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



Signed as a Deed by: \_\_\_\_\_

as the Attorney and on behalf of the Surety:

In the presence of:

witness' signature

witness' name

witness' address



BOI	ND dated the	day of	20
issu	ied by		
of _			
			('the Surety')
in fa	avour of		
of _			
			('the Employer')
By a		ct') between the Employer and	,
of			
01_			······
fron			('the Contractor') t under the Contract to deduct Retention e Contractor has taken out this Bond in
The	Surety is hereby bou	nd to the Employer in the maximu	um aggregate sum of
			(figures and words) of the date of issue of the next Interim ggregate sum shall be reduced by 50 per
cen		Sinpletion when the maximum ag	Igregate sum shall be reduced by 50 per
		a demand which complies with e Surety the sum therein demand	the requirements in clause 4 below, be led.
Any	demand by the Empl	oyer under clause 3 above shall:	
.1	be in writing addre	ssed to the Surety at its office at	
	refer to this Bond bankers; and	d, and with the signature(s) th	erein authenticated by the Employer's
.2		of the Retention that would have letention been deductible; and	been held by the Employer at the date of
.3			ed the amount stated pursuant to clause following such amount is demanded:
		ctually incurred by the Employer vith the instructions of the Employ	by reason of the failure of the Contractor er under the Contract;



- .2 the insurance premiums paid by the Employer pursuant to the Contract because the Contractor has not taken out and/or not maintained any insurance of the building works which he was required under the Contract to take out and/or maintain;
- .3 liquidated and ascertained damages which under the Contract the Contractor is due to pay or allow to the Employer; and be accompanied by a copy of the notice of the Employer which under the Contract he is required to issue and which states that the Contractor has failed to complete the works by the contractual Completion Date;
- .4 any expenses or any direct loss and/or damage caused to the Employer as a result of the termination of the Contractor's employment by the Employer;
- .5 any costs, other than the amounts referred to in clauses 4.3.1 to 4.3.4 above, which the Employer has actually incurred and which, under the Contract, he is entitled to deduct from monies otherwise due or to become due to the Contractor; and identify his entitlement;

.4 incorporate a statement that the Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Employer and that the Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Employer by the Contractor.

- 5 If the Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Employer shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Contract of the Notice of Completion of Making Good as confirmed by the Employer to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_ (insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



Signed as a Deed by: \_\_\_\_\_

as the Attorney and on behalf of the Surety:

In the presence of:

witness' signature

witness' name

witness' address



BOI	ND dated the0	day of	20
issu	ed by		
of _			
			('the Surety')
in fa	wour of		
of _			
			('the Contractor')
By a	a sub-contract ('the Sub-Contract')	between the Contractor and	
of _			
Ret		vill not exercise his right under the s nterim payments provided the Sub-Co	
The	Surety is hereby bound to the Cor	ntractor in the maximum aggregate su	m of
pay	the Surety is notified by the Co	ontractor in writing of the date of iss the Sub-Contract Works when the ma	sue of the next interim
	Contractor shall, on a demand w tled to receive from the Surety the	which complies with the requirements sum therein demanded.	s in clause 4 below, be
Any	demand by the Contractor under o	clause 3 above shall:	
.1	be in writing addressed to the S	urety at its office at	
	refer to this Bond, and with the bankers; and	the signature(s) therein authenticate	ed by the Contractor's
.2	state the amount of the Retentic the demand had Retention beer	on that would have been held by the C n deductible; and	Contractor at the date of
.3		which shall not exceed the amount stand h one or more of the following such ar	
		red by the Contractor by reason of h the directions of the Contractor under	



- .2 any expenses or any direct loss and/or damage caused to the Contractor as a result of the termination of the Sub-Contractor's employment by the Contractor;
- .3 any costs, other than the amounts referred to in clauses 4.3.1 and 4.3.2 above, which the Contractor has actually incurred and which, under the Sub-Contract, he is entitled to deduct from monies otherwise due or to become due to the Sub-Contractor; and identify his entitlement;

.4 incorporate a certification that the Sub-Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Contractor and that the Sub-Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Contractor by the Sub-Contractor.

- 5 If the Sub-Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Contractor shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Main Contract of the Notice of Completion of Making Good as confirmed by the Contractor to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_(insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



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:



BONE	D dated the	day of		_ 20
issue	d			by
of				
				_ ('the Surety')
in fav	our of			
of				
				the Employer')
By a d	contract ('the Trade Cor	ntract') between the Emplo	yer and	
of				
Reter		uded in Interim Certificate	('the Trac s right under the Trade Cor s provided the Trade Contra	tract to deduct
The S	Surety is hereby bound t	to the Employer in the max	imum aggregate sum of	
Certif			g of the date of issue of the naximum aggregate	ne next Interim
		emand which complies wind urety the sum therein dem	ith the requirements in claus anded.	se 4 below, be
Any d	emand by the Employe	r under clause 3 above sh	all:	
.1	be in writing addressed	d to the Surety at its office	at	
	refer to this Bond, a bankers; and	and with the signature(s)	therein authenticated by	the Employer's
.2		e Retention that would have the set of the s	ve been held by the Employe	er at the date of
.3			cceed the amount stated pur the following such amount is	



- .1 the costs actually incurred by the Employer by reason of the failure of the Trade Contractor to comply with the instructions of the Construction Manager under the Trade Contract; and be accompanied by a statement by the Construction Manager which confirms that this failure by the Trade Contractor has occurred;
- .2 damages which under the Trade Contract the Trade Contractor is due to pay or allow to the Employer because the Trade Contractor has failed to complete the works within the relevant Completion Period for the Works;
- .3 any expenses or any direct loss and/or damage caused to the Employer as a result of the termination of the Trade Contractor's employment by the Employer;
- .4 any costs, other than the amounts referred to in clauses 4.3.1 to 4.3.3 above, which the Employer has actually incurred and which, under the Trade Contract, he is entitled to deduct from monies otherwise due or to become due to the Trade Contractor; and identify his entitlement;

.4 incorporate a certification that the Trade Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Employer and that the Trade Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Employer by the Trade Contractor.

- 5 If the Trade Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Employer shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Trade Contract of the Certificate of Making Good as confirmed by the Employer to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_ (insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



Signed as a Deed by: \_\_\_\_\_

as the Attorney and on behalf of the Surety:

In the presence of:

witness' signature

witness' name

witness' address



BC	ND dated the	day of	20
iss	ued by		
of_			
			('the Surety')
in f	avour of		
of			
			('the Management Contractor')
Ву	a works contract ('the V	Vorks Contract') between the M	lanagement Contractor and
of			
to Wo	deduct Works Contractor orks Contractor has take	or's Retention from amounts ir n out this Bond in favour of the	('the Works Contractor') xercise his right under the Works Contract included in interim payments provided the Management Contractor.
inte		by the Management Contractor stical completion of the Works	(figures and words) r in writing of the date of issue of the next when the maximum aggregate sum shall
		tor shall, on a demand which c re from the Surety the sum ther	omplies with the requirements in clause 4 ein demanded.
An	y demand by the Manag	gement Contractor under clause	e 3 above shall:
.1	be in writing addres	sed to the Surety at its office at	
	refer to this Bond, Contractor's banker	<b>G</b>	erein authenticated by the Management
.2			ention that would have been held by the d had Works Contractor's Retention been
.3			ed the amount stated pursuant to clause e following such amount is demanded:



- .1 the costs actually incurred by the Management Contractor by reason of the failure of the Works Contractor to comply with the directions of the Management Contractor under the Works Contract;
- .2 any expenses or any direct loss and/or damage caused to the Management Contractor as a result of the termination of the Works Contractor's employment by the Management Contractor;
- .3 any costs, other than the amounts referred to in clauses 4.3.1 and 4.3.2 above, which the Management Contractor has actually incurred and which, under the Works Contract, he is entitled to deduct from monies otherwise due or to become due to the Works Contractor; and identify his entitlement;

.4 incorporate a certification that the Works Contractor has been given 14 days' written notice of his liability for the amount demanded hereunder by the Management Contractor and that the Works Contractor has not discharged that liability; and that a copy of this notice has at the same time been sent to the Surety at its office at

Such demand as above shall, for the purposes of this Bond but not further or otherwise, be conclusive evidence (and admissible as such) that the amount demanded is properly due and payable to the Management Contractor by the Works Contractor.

- 5 If the Works Contract is to be assigned or otherwise transferred with the benefit of this Bond, the Management Contractor shall be entitled to assign or transfer this Bond only with the prior written consent of the Surety, such consent not to be unreasonably delayed or withheld.
- 6 The Surety, in the absence of a prior written demand made, shall be released from its liability under this Bond upon the earliest occurrence of either:
  - .1 the date of issue under the Management Contract of the Notice of Completion of Making Good as confirmed by the Management Contractor to the Surety; or
  - .2 satisfaction of a demand(s) up to the maximum aggregate under the Bond; or
  - .3 \_\_\_\_\_ (insert calendar date).
- 7 Any demand made hereunder must be received by the Surety accompanied by the documents as required by clause 4 above on or before the earliest occurrence as stated above, when this Bond will terminate and become of no further effect whatsoever.
- 8 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.
- 9 This Bond shall be governed and construed in accordance with the laws of England and Wales.



Signed as a Deed by: \_\_\_\_\_

as the Attorney and on behalf of the Surety:

In the presence of:

witness' signature

witness' name

witness' address