Model Form for the Intermediate Named Sub-Contractor/Employer Rights Particulars

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

Rights to be granted by Named Sub-Contractor

1 Identity of Beneficiaries
   
   Purchasers/Tenants (P&T)
   (Specify by name or category)

   Funder (F)

2 Rights to be granted
   
   Rights are to be granted by Collateral Warranty (SCWa/P&T or SCWa/F, as appropriate)[1]

3 Mode of execution
   
   Sub-Contracts and Collateral Warranties * must be executed as deeds/
   * may be executed under hand

4 Applicable terms
   
   (References below to clauses are to clauses of the relevant JCT Collateral Warranty.)[1]

   (P&T) Liability for other losses
   
   If clause 1.1.2 is to apply for any beneficiary, state:
   
   • the beneficiary or category of beneficiaries for whom it is to apply
   • whether liability is unlimited or, if limited, each limit on liability that is to apply, i.e.:
     - whether the limit is in respect of each breach, and/or
     - whether it is an aggregate limit on liability either to each individual beneficiary or a category of beneficiaries

   (P&T and F) Net Contribution
   
   Unless otherwise stated, the definition of Consultants shall be that in clause 6.5 of the Intermediate Named Sub-Contractor/Employer Agreement (ICSub/NAM/E).

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[1] JCT forms of warranty SCWa/F and SCWa/P&T will require appropriate amendment to make them suitable for use with a Named Sub-Contractor appointed under a Named Sub-Contract (ICSub/NAM). This should be taken into account in the preparation of the Intermediate Named Sub-Contractor/Employer Rights Particulars. Professional advice should be taken as required.