

Management Building Contract 2016
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Model Form for the Rights Particulars

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

(A) Rights to be granted by Management Contractor

1 Identity of Beneficiaries

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

Funder (F)

2 Mode of grant

Rights are to be granted

- * as Third Party Rights/
- * by Collateral Warranty (MCWa/P&T or MCWa/F, as appropriate)

3 Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule 5 of the Management Building Contract; those to clauses are to clauses of the relevant JCT Collateral Warranty.)

(P&T) Liability for other losses

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

- the beneficiary or category of beneficiaries for whom it is to apply
- 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

(B) Rights to be granted by Works Contractors

1 Identity of Works Contractors and Beneficiaries

Works Contractors by whom rights are to be granted	Beneficiaries to whom those rights are to be granted	Rights to be granted as Third Party Rights (TPRs) or by Collateral Warranty (WCWa/P&T or WCWa/F, as appropriate)	Requirement for Works Contractor's Professional Indemnity (PI) or Product Liability (PL) insurance (where applicable) ^[1]
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2 Mode of execution

For Third Party Rights, Works Contracts	* must be executed as deeds/ * may be executed under hand
For Collateral Warranties, Works Contracts and Collateral Warranties	* must be executed as deeds/ * may be executed under hand

3 Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule 3 to the JCT Management Works Contract Conditions; those to clauses are to clauses of the relevant JCT Collateral Warranty.)

(P&T and E) Liability for other losses

If paragraph/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

[1] It should be indicated in this column whether Professional Indemnity insurance (PI) or Product Liability insurance (PL) is required from each category of Works Contractor and, if so, which type. The necessary further details as to levels of cover/indemnity required may more conveniently be set out on further sheets as appropriate (which should then be annexed to these Rights Particulars), indicating in each case whether the required level is for claims or a series of claims arising out of a single event and/or is an aggregate amount of cover for any one period of insurance. If there are additional requirements, e.g. if cover for pollution and contamination claims is required from a Works Contractor, the required cover level and/or terms should also be specified.