

Prime Cost 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 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 (CWa/P&T or CWa/F, as appropriate)

3 Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule 5 of the Prime Cost 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

(P&T and F) Net Contribution

If for the purpose of the Net Contribution provisions the definition of Consultants in clause 6.4.3 of the Contract Conditions is to be modified, state the modifications.

(B) Rights to be granted by Sub-Contractors

1 Identity of Sub-Contractors and Beneficiaries

| Sub-Contractors by whom rights are to be granted | Beneficiaries to whom those rights are to be granted | Rights to be granted by Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E, as appropriate) |
|--|--|--|
| ----- | ----- | ----- |

2 Mode of execution

| | |
|---|--|
| Sub-Contracts and Collateral Warranties | * must be executed as deeds/ * may be executed under hand |
|---|--|

3 Applicable terms

(References below to clauses are to clauses of the relevant JCT Collateral Warranty.)

(P&T and E) 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, F and E) Net Contribution^[1]

If in the case of Employer Rights clause 1.3 is to apply, this must be stated, as should any variation in its terms.

Unless otherwise stated, the definition of Consultants shall be as set out in clause 6.4.3 of the Prime Cost Building Contract.

[1] In the case of JCT warranties from a Sub-Contractor to Purchasers/Tenants and a Funder the Net Contribution clauses apply; in the case of the JCT warranties for the Employer the default position is that the provision does not apply unless so stated.