Standard Building Contract 2024
Standard Building Sub-Contract 2024
(SBCSub and SBCSub/D versions)

Model Form for the Sub-Contract Rights Particulars

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

Rights to be granted by Sub-Contractor

1   Identity of Beneficiaries

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

Funder (F)

Employer (E)

2   Mode of grant

| Rights are to be granted | * as Third Party Rights/ |
| | * by Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E, as appropriate) |

3   Mode of execution

| For Third Party Rights, Sub-Contracts | * must be executed as deeds/ |
| | * may be executed under hand |

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

4   Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule 5 of the Sub-Contract; 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 which 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) **F**   **Net Contribution**[1]

If in the case of Employer Rights paragraph/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 that in clause 2.26.6 of the Standard Building Sub-Contract Conditions (SBCSub/C and SBCSub/D/C).

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