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).

---

[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.