V23949

Design and Build Contract 2016

Clause 7.4 Third Party Rights

A copy of this is to be provided by the main contractor on execution of the contract and by all other parties as part of a clause 3.3

Model Form for the Rights Particulars

(A) Rights to be granted by the Contractor

Daedalus Site B Technology Park
New Airfield Perimeter Road
Lee on Solent
PO13 9FX

1 Identity of Beneficiaries

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

Tidebank (UK) Limited
Purchasers/Tenants

Funder (F)

Tidebank (UK) Limited
AN Other as notified from time to time

2 Mode of Grant

Rights to be granted as Third Party Rights

3 Applicable Terms

(References below to paragraphs are to those in the relevant part of Schedule 5 of the Design and Build Contract)

(P&T) Liability for Other Losses

- 1.1.2 is to applies for any beneficiary
- Liability is limited up to the value of the insurance cover carried by the sub-contractor. (£5m)

(P&T and F) Net Contribution

If for the purpose of the Net Contribution provisions the definition of Consultants in clause 7.4.3 of the Contract Conditions is to be modified, state the modifications.

None

© THE JOINT CONTRACTS TRIBUNAL LIMITED 2016 DB/G 2016

(B) Rights to be granted by Sub-Contractors

1 Identify Sub-Contractors and Beneficiaries

Sub-Contractors by whom rights are to be granted	Beneficiaries to whom those rights are to be granter	Rights to be granted as Third Party Rights (TPRs)	Requirements for Sub-Contractor's Professional Indemnity (PI) or Product Liability (PL) insurance (where applicable) [3]
Any and all designing Sub-Contractors:	P&T and F&E	TPRs	PI £5M
Structural Steelwork	P&T and F&E	TPRs	PI £5M
Cladding and Roofing	P&T and F&E	TPRs	PI £5M
Windows and Pedestrian Doors	P&T and F&E	TPRs	PI £5M
External Access Doors	P&T and F&E	TPRs	PI £5M
Mechanical Works	P&T and F&E	TPRs	PI £5M
All Electrical and Alarm System Works	P&T and F&E	TPRs	PI £5M
	P&T and F&E	TPRs	PI £5M

2 Mode of execution

For Third Party Rights, Sub-Contracts must be executed as deeds

3 Applicable Terms

(References below to paragraphs are to those in the relevant part of Schedule 6 to the JCT Design and Build Sub-Contract Conditions;).

(P&T) Liability for Other Losses

- 1.1.2 is to applies for any beneficiary
- Liability is limited up to the value of the insurance cover carried by the sub-contractor. (£5m)

(P&T, F and E) Net Contribution

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

None

Unless otherwise stated, the definition of Consultants shall be that in clause 2.26.6 of the Design and Build Sub-Contract Conditions (DBSub/C)

© THE JOINT CONTRACTS TRIBUNAL LIMITED 2016 DB/G 2016

Execution as a Deed

Executed as a Deed by the Contractor or Sub-Contractor

Namely[1] Vibro Menard Limited

(A) acting by a Director and the Company Secretary/two Directors of the company [2, 3]

MARC EVANS and GRAHAM TRAFFORD

(Print name of signatory) *(Print name of signatory)*

Signature Director and *Signature* Company Secretary/Director

(B) By affixing hereto the common seal **of the Company/Other Body Corporate** [2, 4]

Signature Director

Signature (Company Secretary/Director)

[Common Seal of Company]

(C) By attested signature of a single Director **of the Company** [2, 5]

Signature Director

In the presence of

Witness' Signature *Print Name*

Witness' Address

(D) by attested signature **of the individual** [6]

Signature

In the presence of

Witness Signature *Print Name*

Witness Address

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed

© THE JOINT CONTRACTS TRIBUNAL LIMITED 2016 DB/G 2016