

Intermediate Building Contract 2024
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(IC and ICD versions)

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 Rights to be granted

Rights are to be granted by Collateral Warranty (CWa/P&T or CWa/F, as appropriate)

3 Applicable terms

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

(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 which 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 7.3.2 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 which rights are to be granted ^[1]	Beneficiaries to which those rights are to be granted by Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E, as appropriate)	Requirement for Sub-Contractor's Professional Indemnity (PI) or Product Liability (PL) insurance (where applicable) ^[2]
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2 Mode of execution

Sub-Contracts and Collateral Warranties	* must be executed as deeds/ * may be executed under hand
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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 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) Net Contribution^[3]

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 that in clause 2.18.4 of the Intermediate Sub-Contract Conditions (ICSub/C and ICSub/D/C).

[1] Employers should be selective in identifying the sub-contractors (or categories of sub-contractor) from which collateral warranties may be required and should **not** include any Named Sub-Contractor since such matters are intended to be dealt with by the Intermediate Named Sub-Contractor/Employer Agreement ICSub/NAM/E and not to be governed by the Intermediate Named Sub-Contract itself (ICSub/NAM).

[2] It should be indicated in this column whether Professional Indemnity insurance (PI) or Product Liability insurance (PL) is required from each category of sub-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 sub-contractor, the required cover level and/or terms should also be specified.

[3] 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 JCT warranties for the Employer the default position is that the provision does not apply unless so stated.