

THIS DEED is made on

2019

BETWEEN:

- (1) [] whose registered office is situate at [] ~~(%Employer+)~~ which expression shall include its successors in title and its assigns and those deriving title under it or them;
- (2) [] whose registered office is situate at [] ~~(%Sub-Contractor+)~~.
- (3) [] whose registered office is situate at [] ~~(%Contractor+)~~

WHEREAS:

- (A) The Employer has entered into a contract with the Contractor for the carrying out and completion of certain building works in connection with [] ~~(%Project+)~~.
- (B) The Contractor has entered into a sub-contract dated [] ~~(%Sub-Contract+)~~ with the Sub-Contractor for the carrying out and completion of works defined in the Sub-Contract ~~(%Sub-Contract Works+)~~ which expression shall include any additional works carried out by the Sub-Contractor under the Sub-Contract in connection with any modifications or variations made thereunder) in connection with the Project.

NOW in consideration of the payment of one pound by the Employer to the Sub-Contractor (receipt of which the Sub-Contractor acknowledges) **THIS DEED WITNESSES:**

1 The Sub-contract works

1.1 The Sub-Contractor warrants to the Employer that:

- 1.1.1 the Sub-Contractor has carried out and completed the Sub-Contract Works and/or shall carry out and complete the Sub-Contract Works in accordance with the Sub-Contract;
- 1.1.2 the Sub-Contractor has complied with and/or shall comply with all the Sub-Contract ~~(%Sub-Contract Works+)~~ obligations under the Sub-Contract in accordance therewith;
- 1.1.3 to the extent that the Sub-Contract Works have been or will be designed by the Sub-Contractor they have been or will be designed using all the skill care and diligence and best up-to-date practice to be expected of a qualified and competent sub-contractor experienced in designing and

carrying out work of a similar scope, nature, complexity and size to the

determine the Sub-Contract or the employment of the Sub-Contractor thereunder, and the amount of any sums properly due and payable to the Sub-Contractor.

3.2 If, within 21 days of receipt of the notice under clause 3.1, the Employer notifies the Sub-Contractor that it wishes to enter into a new agreement with the Sub-Contractor on the same terms and conditions as are contained in the Sub-Contract to continue and complete all the Sub-Contract

3.2.1 the Sub-Contractor shall enter into a new agreement with the Employer subject to clause 3.3 but otherwise on the same terms and conditions as the Sub-Contract and if it does so the Sub-Contract shall terminate but subject to clause 3.2 without prejudice to any accrued rights of the parties;

3.2.2 where the Sub-Contract is terminated in accordance with clause 3.2.1 the Sub-Contractor shall have no claim against the Contractor by reason only of that termination; and

3.2.3 without prejudice to clause 3.1, if the Sub-Contract has been terminated the Sub-Contractor shall pending entry into the new agreement accept and act in accordance with the instructions of the Employer in relation to the Sub-Contract and the Employer shall pay any and all sums accrued due for work carried out by the Sub-Contractor pursuant to those instructions.

3.3 The Employer shall be liable under the new agreement in respect of work performed after the date of the new agreement but shall have no other liability in respect of the Sub-Contract except that the Employer shall pay the Sub-Contractor the amount of any sums properly due and payable as specified in clause 3.1 as set out in the notice given under clause 3.1.

4 Provision of documents

4.1 The Sub-Contractor shall provide to the Employer on demand and on payment of the Sub-

4.2 The Sub-Contractor hereby grants to the Employer an irrevocable, royalty-free, non-exclusive licence to copy and use the Documents and to reproduce the designs and content of them for any purpose relating to the Sub-Contract Works including, without limitation, the construction, reconstruction, use, completion, maintenance, letting, sale, reconstruction, alteration, extension, promotion, advertisement, reinstatement, refurbishment use and repair of the Sub-Contract Works and/or the Project or the whole or any part of the interest in the Sub-Contract Works and/or Project. The Employer shall be entitled to grant sub-licences and such sub-licences shall be transferable to others. The licence and any sub-licence shall enable the Employer and/or any such sub-licencee and/or assignee under clause 6 to copy and use the Documents for the extension of the Sub-Contract Works so that they can interface any extension of the Sub-Contract Works with the existing Sub-Contract Works.

5 Insurance

5.1 The Sub-Contractor hereby confirms that it has or will maintain professional indemnity insurance cover in the sum of not less than one million pounds (£1,000,000) each and every claim in respect of its liabilities in connection with the Sub-Contract Works and shall maintain that cover for not less than 12 years from practical completion of the Sub-Contract Works provided such insurance remains available at commercially reasonable rates.

5.2 At the request of the Employer, the Sub-Contractor shall produce for inspection documentary evidence that such professional indemnity insurance is being maintained.

5.3 The Sub-Contractor shall immediately give notice to the Employer if such insurance ceases to be available at commercially reasonable rates, and if so required by the Employer discuss with the Employer the best means of protecting their respective interests, including, but not limited to the Sub-Contractor maintaining professional indemnity insurance of a lower indemnity limit.

6 Assignment

6.1 The Employer shall be entitled to assign or transfer this Deed or any rights hereunder or any part, share or interest herein on two occasions only without the consent of the Sub-Contractor.

6.2 The Employer is entitled to charge and/or assign by way of security any part, share or interest in this Deed without the consent of the Sub-Contractor to:

6.2.1 Any party or parties providing finance in connection with the Project; and

6.2.2 A subsidiary or holding company of the Employer and any other subsidiary of the holding company of the Employer as defined under section 736 of the Companies Act 1985 (as amended) and any such assignment shall not count as an assignment under clause 6.1.

7 Independent inspection

7.1 None of the following by the Employer or any other third party shall in any way lessen or affect the liability of the Sub-Contractor under t of t.04 TfA5 540.953(r)-3(t)-4(y)11()-4

10.2 The parties agree to submit any dispute or difference arising out of, or in connection with this Deed to the exclusive jurisdiction of the English Courts except for the

Signed as a deed by **[EMPLOYER]** acting by)
[a director and its secretary] [two directors])

.....
Director

.....
Director/Secretary

