

MPF2
MPF2
MPF2

Major Projects Framework 2

Sub-Contractor Warranty

[NB this form of Sub-Contractor Warranty should not be used if the Main Contract stipulates that Sub-Contractor Warranties should be in the form required by the Main Contract. In that situation, do not use this draft Sub-Contractor Warranty, but instead use the form required by the Main Contract.]

~~-DRAFT-~~

SUB-CONTRACTOR'S COLLATERAL WARRANTY

among

[INSERT FULL NAME OF SUB-CONTRACTOR]

[INSERT NAME OF ROBERTSON COMPANY]

and

[INSERT NAME OF BENEFICIARY]

Project: [INSERT BRIEF DETAILS OF DEVELOPMENT]



AGREEMENT

[dated _____] ¹

amongst

- (1) **[INSERT FULL NAME OF SUB-CONTRACTOR]** [incorporated under the Companies Acts (registered number *[insert company number]*) whose registered office is at *[insert address]*] or [a [limited liability] partnership formed under the laws of *[insert]* and having its principal place of business at *[insert address]*] (the "**Sub-Contractor**"); and
- (2) **[INSERT FULL NAME OF BENEFICIARY]** incorporated under the Companies Acts (registered number *[insert company number]*) whose registered office is at *[insert address]* (the "**Beneficiary**" or its appointee, which expressions shall include its successors in title and permitted assigns or assignees); [and
- (3) **[INSERT NAME OF ROBERTSON COMPANY]** incorporated under the Companies Acts (registered number *[insert company number]*) whose registered office is at *[insert address]* ("**Robertson**" which expression shall include its successors in title and permitted assigns or assignees).]

WHEREAS

- (A) Under the Building Contract, Robertson has been or is about to be appointed by [the Developer / Beneficiary] to complete the design of the Development and to carry out and complete the construction of the Development.
- (B) Robertson and the Sub-Contractor have entered or are about to enter into the Sub-Contract in terms of which the Sub-Contractor has undertaken to carry out and complete the Sub-Contract Works.
- (C) [The Beneficiary is the Employer under the Building Contract.] OR [The Beneficiary has entered into the Development Agreement.] OR [The Beneficiary has entered into an agreement to [purchase [part of] the Development] OR [The Beneficiary has agreed to take a lease of the [part of] the Development on completion of the Development] OR [The Beneficiary has entered into an agreement to provide finance in connection with the Development] OR [*narrate interest of Beneficiary*].²
- (D) [In consideration of the payment of the sum of one Pound Sterling (£1), of which the Sub-Contractor hereby acknowledges receipt,]³ the Sub-Contractor has agreed to give the Beneficiary the following warranties and undertakings.

IT IS AGREED as follows:

1 DEFINITIONS

- 1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires, the following expressions shall have the meanings assigned to them:

"Building Contract" means the building contract [dated *[insert dates]* between] OR [entered into or about to be entered into by] Robertson and the ~~Developer~~ Beneficiary for the carrying out and completion of the design and construction of the Development;

¹ Date to be included where this Agreement is governed by English law or where executed in counterparts under Scots law. Otherwise, delete "[dated _____]" from this document.

² Delete / adjust as appropriate.

³ The consideration wording (currently in square brackets) should be included where this Collateral Warranty is governed by English law. Otherwise, delete the square-bracketed wording from this recital.

"Developer" means [*insert name of Developer*] incorporated under the Companies Acts (registered number [*insert company number*]) whose registered office is at [*insert address*];

"Development" means [*insert brief description of the Development*] as more fully referred to in the Building Contract;

"Documents" means all reports, calculations, drawings, specifications, designs, models, computer programmes, plans, bills of quantities and other documents and recorded materials whether in paper or electronic format prepared or to be prepared by or for or on behalf of the Sub-Contractor for the purposes of the Development;

"Prohibited Materials" are products or materials which are:

- (a) not in conformity with relevant British or European Standards or Codes of Practice;
- (b) not in accordance with the guidance contained in the publication Good Practice in the Selection of Construction Materials (2011: British Council for Offices), as may be revised from time to time;
- (c) published by Building Research Establishment Limited Digest from time to time as being deleterious to health and safety in the particular circumstances in which they are used;
- (d) at the time of use widely known to builders or designers of the relevant discipline within the United Kingdom to be deleterious to health and safety and/or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery or any parts of them in the particular circumstances in which they are used; and/or
- (e) not permitted for use under the Building Contract;

"Site" means [*insert*];

"Sub-Contract" means the Sub-Contract dated [*insert*] or [entered into or to be entered into] between the Sub-Contractor and Robertson;

"Sub-Contract Works" means the works carried out or to be carried out by the Sub-Contractor in terms of the Sub-Contract; and

"Works" means the works carried out or to be carried out by Robertson in terms of the Building Contract.

1.2 In this Agreement unless the context otherwise requires:

- 1.2.1 A reference to the singular shall include the plural, and *vice versa*, and a reference to any gender shall include all other genders.
- 1.2.2 Words importing persons shall include individuals, firms, partnerships, corporations, governments, governmental bodies and departments, authorities, agencies, unincorporated bodies of persons or associations and any other organisations having legal capacity.
- 1.2.3 The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.4 Except where the context otherwise requires, a reference to a Clause is a reference to a clause of this Agreement and, unless it is a specific reference to part of the clause only, is a reference to all the provisions of that clause.
- 1.2.5 Any reference to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or

replaced by the same and shall include any orders, regulations or other delegated or subordinate legislation made under the relevant statute.

- 1.2.6 References to this Agreement or to any other agreement or document shall be deemed to include a reference to this Agreement or the relevant agreement or document as amended, supplemented, substituted, novated or assigned from time to time (in each case in accordance with the terms of this Agreement or the relevant agreement or document).
- 1.2.7 Any reference to a person shall be deemed to include any permitted transferee or assign or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person.
- 1.2.8 Unless otherwise provided, any notice, agreement, approval or waiver which requires to be issued, made or given in terms of this Agreement shall require to be issued, made or given in writing.

2 STANDARD OF PERFORMANCE

- 2.1 The Sub-Contractor warrants to the Beneficiary that the Sub-Contractor:
 - 2.1.1 has carried out and will carry out and complete the Sub-Contract Works in conformity with the Sub-Contract;
 - 2.1.2 has and will observe, perform and comply with all the provisions and obligations on the part of the Sub-Contractor to be observed, performed and complied with all as contained in the Sub-Contract;
 - 2.1.3 has carried out the Sub-Contract Works in a good and workmanlike manner, using only materials and goods which correspond with the description, quality and condition set out in the requirements of the Sub-Contract and which are of sound manufacture and workmanship; and
 - 2.1.4 in respect of any design carried out by the Sub-Contractor, has exercised and will continue to exercise all the reasonable skill, care and diligence of a qualified, experienced, prudent and competent professional designer who is experienced in carrying out a design comparable to the design forming part of the Sub-Contract Works for works of a similar size, scope, nature, value and complexity to the Sub-Contract Works.

3 DUTY OF CARE

- 3.1 The Sub-Contractor acknowledges that the Beneficiary shall be deemed to have relied upon the Sub-Contractor's skill and judgement in respect of those matters relating to the Sub-Contract Works which lie within the scope of the Sub-Contractor's responsibilities pursuant to the Sub-Contract.
- 3.2 Subject always to Clause 3.3, the Sub-Contractor shall have no greater duties or obligations hereunder than it would have had, and shall be entitled in any claim, action or proceedings by the Beneficiary to rely on any limitation in the Sub-Contract and to raise the equivalent rights in defence of liability as it would have had if (in each case) the Beneficiary had been named as a joint employer under the Sub-Contract.
- 3.3 The liability of the Sub-Contractor for any breach of this Agreement shall not be affected or diminished where Robertson has suffered no loss or has suffered a different loss from the Beneficiary or could not have suffered a loss by reason of such breach by the Sub-Contractor. The Sub-Contractor hereby undertakes not to contend in defence of any claim, action or proceedings under or arising out of this Agreement that its liability to the Beneficiary is so affected or diminished. The Sub-Contractor further undertakes that it shall not be entitled to rely on any argument of

set-off, retention, reduction, deduction and/or counterclaim against the Beneficiary in respect of a claim by the Sub-Contractor against Robertson.

4 COPYRIGHT

- 4.1 The Sub-Contractor hereby grants and/or shall grant to the Beneficiary and all others authorised by the Beneficiary an irrevocable, non-exclusive, royalty free, transferable licence to copy, use, modify, adapt and reproduce any and all of the Documents and any design contained in them for all purposes relating to the Development including, without limitation, the construction of the Development and the completion, advertisement, sale, letting, maintenance, refurbishment, repair, reinstatement and reconstruction thereof. Such licence shall enable the Beneficiary to copy and use the Documents and designs for the extension of the Development but shall not include any right or licence to reproduce any designs contained in the Documents for any extension of the Development. The Beneficiary shall be entitled to grant sub-licences in terms of this licence or to assign this licence. The Sub-Contractor acknowledges and agrees that such licence shall subsist notwithstanding that the Sub-Contractor has completed its duties or that the Sub-Contract has been terminated.
- 4.2 The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against all expenses, losses, costs and claims or proceedings suffered or incurred by the Beneficiary arising out of or in connection with the infringement or alleged infringement of any copyright design right, registered design, patent or other intellectual property rights of third parties by reason of the use of the Documents and/or any design contained in them provided that the Sub-Contractor shall not (except in relation to death or personal injury caused by its negligence or any other liability which cannot be excluded or limited as a matter of law) be liable for any misuse of the Documents having regard to the purposes for which they are or were prepared.
- 4.4 The Sub-Contractor warrants that the use of the Documents for the purposes set out in Clause 4.1 will not infringe the rights of any third party.
- 4.5 The Sub-Contractor irrevocably waives any rights of the Sub-Contractor pursuant to Sections 77, 78 and 80 of the Copyright Designs and Patents Act 1988 to be identified as author of the Development or any part of it and shall obtain a written waiver from its employees from time to time of any rights they may have in respect of the same.
- 4.6 The Sub-Contractor shall, if so reasonably requested by the Beneficiary at any time, give the Beneficiary access to or copies of all Documents relevant to the Development subject to the Beneficiary paying the Sub-Contractor's reasonable copying charges in connection therewith.
- 4.7 The Sub-Contractor shall if reasonably requested by the Beneficiary at any time execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary the rights referred to in this Clause 4.

5 CONTINUING EFFECT

- 5.1 Notwithstanding the completion of the Development and/or of the Sub-Contract Works the provisions of this Agreement shall continue to have effect as between the Beneficiary and the Sub-Contractor; provided always that no action or proceedings may be raised against the Sub-Contractor under this Agreement after the expiry of a period of 12 years after the date of practical completion (or its equivalent) of the whole or the last part of the Works under the Building Contract. If any clause of this Agreement is ruled by the courts to be invalid or unenforceable in any way, the ruling will not affect any other clause of this Agreement which will remain in full force.

6 PROHIBITED MATERIALS

The Sub-Contractor shall ensure that any material, substance, building practice or technique which it uses or specifies for use in the Development is not a Prohibited Material.

7 INSURANCE

- 7.1 The Sub-Contractor shall effect and maintain professional indemnity insurance with reputable insurers with a limit of indemnity of not less than the amount required by the Sub-Contract until the date occurring 12 years after the date of practical completion (or its equivalent) of the whole or the last part of the Works under the Building Contract (or if earlier until the date occurring 12 years after termination of the Sub-Contract or of the Sub-Contractor's employment thereunder), provided that such insurance remains available in the market to members of the Sub-Contractor's profession on commercially reasonable rates and terms.
- 7.2 If for any period such insurance is not available on commercially reasonable rates and terms, the Sub-Contractor shall forthwith inform the Beneficiary, and shall take out and maintain in respect of such period such reduced level of professional indemnity insurance as is then available on commercially reasonable rates and terms. The Sub-Contractor's own claims record shall not be taken into consideration when assessing if such insurance is available on commercially reasonable rates and terms.
- 7.3 If requested to do so by the Beneficiary from time to time, the Sub-Contractor shall provide the Beneficiary with documentary evidence that the insurance required under this Clause 7 is being maintained.
- 7.4 The Sub-Contractor shall take out and maintain insurance which, in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act 1969.
- 7.5 The Sub-Contractor shall take out and maintain appropriate public liability insurance in a sum not less than the amount required by the Sub-Contract.

8 ASSIGN OR TRANSFER

- 8.1 The Beneficiary shall be entitled to assign the benefit of or any rights arising under this Agreement to any person having an interest in any part of the Development without the consent of the Sub-Contractor upon notification to the Sub-Contractor of the name and address of such person. The Beneficiary's assign or assignee shall in turn be entitled to assign the benefit of or any rights arising under this Agreement to any person having an interest in any part of the Development without the consent of the Sub-Contractor upon notification to the Sub-Contractor of the name and address of such person. Further or other assignments or assignations will only be permitted with the Sub-Contractor's written consent (such consent not to be unreasonably withheld nor delayed).

8.2 The Sub-Contractor undertakes that it shall not at any time assert or contend in the course of any proceedings under or by reason of any breach of this Agreement or otherwise that its liability to an assign or assignee is affected or diminished where the preceding assignor(s) has suffered no loss or where the assign or assignee has suffered a loss different from the assignor(s) by reason of any breach of this Agreement by the Sub-Contractor.

8.3 The Sub-Contractor shall not be entitled to assign or transfer its rights, obligations or liabilities under this Agreement without the prior written consent of the Beneficiary.

9^{[4} **STEP-IN**

9.1 The Sub-Contractor warrants to the Beneficiary that the Sub-Contractor shall not terminate or treat as terminated the Sub-Contract or the Sub-Contractor's employment thereunder, or discontinue the performance of any of his duties or obligations under the Sub-Contract, without first giving to the Beneficiary not less than 28 days' prior notice of the Sub-Contractor's intention to do so, specifying the grounds for so doing.

9.2 If the Beneficiary serves on the Sub-Contractor a notice in accordance with Clause 9.3 the Sub-Contractor shall not terminate or treat as terminated the Sub-Contract or the Sub-Contractor's employment thereunder or discontinue the performance of any of its duties or obligations under the Sub-Contract, but service of such notice shall not prejudice any other right or remedy the Sub-Contractor may have under or in connection with the Sub-Contract.

9.3 Unless the employment of the Sub-Contractor shall have terminated previously (and whether or not the Sub-Contractor shall have served notice on the Beneficiary pursuant to Clause 9.1), if the Beneficiary serves upon the Sub-Contractor a notice to do so, the Sub-Contractor shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of Robertson under and in connection with the Sub-Contract.

9.4 As against Robertson and the Beneficiary the Sub-Contractor shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under Clause 9.3, and shall not make any enquiry into the entitlement of the Beneficiary as against Robertson to serve such notice.

9.5 As from the date of service of notice under Clause 9.3, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of Robertson under the Sub-Contract, provided that this shall not affect or derogate from any right of action Robertson may have against the Sub-Contractor in respect of any breach of duty of the Sub-Contractor under or in connection with the Sub-Contract happening prior to the date of service of notice by the Beneficiary under Clause 9.3.

9.6 Within 14 days after serving notice under Clause 9.3, the Beneficiary or its appointee shall pay to the Sub-Contractor an amount equal to the sums then owing to the Sub-Contractor under the Sub-Contract including sums which are properly due and payable to the Sub-Contractor under the Sub-Contract, but which remain unpaid.

9.7 The Beneficiary guarantees to the Sub-Contractor the performance of the obligations of any appointee of the Beneficiary nominated under Clause 9.3 or 9.6 in accordance with the terms of the Sub-Contract.

9.8 Robertson by its execution hereof agrees to the foregoing provisions of this Clause 9 and agrees to be bound by them.

⁴ Funder (pre-practical completion) and Employer collateral warranties only. In other warranties, delete and insert "not used".

- 9.9 Any period stipulated in the Sub-Contract for the exercise by the Sub-Contractor of a right of termination shall nevertheless be extended, as may be necessary, to take account of the period of notice required under Clause 9.1.
- 9.10 If two or more valid notices claiming the benefits in terms of Clause 9 hereof are received by the Sub-Contractor, the notice from [*insert priority*]⁵ shall take priority. Only the notice deemed to have first priority among the other valid notices shall take effect and no other relevant notice shall bind the Sub-Contractor.]

10 NOTICES

- 10.1 Any notice to be given hereunder shall be in writing and may be delivered personally, sent by first class post or facsimile and shall be deemed to be served at the time of personal delivery, 48 hours after the time of posting or at the time of transmission of the facsimile, as appropriate. The addresses for service are those set out above or such other address as may previously have been notified in writing.
- 10.2 Copies of all notices required by this Agreement shall be given either to Robertson or the Sub-Contractor or the Beneficiary and shall be sent simultaneously to the other party or parties to this Agreement by the party giving the notice.

11 PROCUREMENT OF WARRANTIES

Within fourteen business days of any written request by the Beneficiary the Sub-Contractor shall enter into collateral warranty agreements in favour of any party to whom the Sub-Contractor is obliged by the Sub-Contract to provide a collateral warranty agreement such agreements to be in the form of this Agreement but excluding Clauses 9 and 11 but in all cases subject to such amendments as may be proposed by the Beneficiary and agreed by the Sub-Contractor (such agreement not to be unreasonably withheld or delayed).

12 LAW⁶

This Agreement shall be governed by and construed according to the laws of [~~Scotland~~] [~~England and Wales~~] and the parties irrevocably submit to the non-exclusive jurisdiction of the [~~Scottish~~][~~English~~] Courts.

13 THIRD PARTY RIGHTS

Subject to Clause 8, no right to enforce any term of this Agreement shall be conferred upon any person who is not a party to this Agreement

14 COUNTERPARTS

- 14.1 Where this Agreement is governed by the laws of Scotland, this Agreement may be executed in any number of counterparts. Where executed in counterparts, this Agreement will not take effect until each of the counterparts has been delivered. The date of delivery may be inserted at the head of this Agreement.
- ~~14.2 Where this Agreement is governed by the laws of England and Wales, this Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement.~~

⁵ Specify ranking of step-in rights; this is a project-specific issue but usually any funder will have first priority.

⁶ Amend this clause to match governing law of Sub-Contract.

14.3 Transmission of the executed counterparts of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

IN WITNESS WHEREOF these presents consisting of this and the preceding [*specify number of pages, excluding the front cover page*] pages are executed [in counterpart and delivered on the date stated at the head of this Agreement⁷] as follows: ⁸

Subscribed for and on behalf of the Sub-Contractor:

.....
Signature of Authorised Signatory /
Director / Company Secretary /
Partner / Member ⁹

.....
Full name of Authorised Signatory /
Director / Company Secretary /
Partner / Member ¹⁰

Date when signed:

Town / City where signed:

In the presence of this witness:
Signature of witness

Full name of witness:

Address of witness:

Subscribed for and on behalf of Robertson:

.....
Signature of Authorised Signatory /
Director / Company Secretary¹¹

.....
Full name of Authorised Signatory /
Director / Company Secretary¹²

Date when signed:

Town / City where signed:

In the presence of this witness:
Signature of witness

Full name of witness:

Address of witness:

⁷ Use this wording only for documents which are executed in counterpart (in which case the square brackets around the words "in counterpart and delivered on the date stated at the head of this Agreement " should be deleted). Otherwise, delete "[in counterpart and delivered on the date stated at the head of this Agreement]".

⁸ This signing block is for use where the Collateral Warranty is subject to Scots law. If the Collateral Warranty is subject to English / Welsh law, delete this signing page (after clause 14.3) and use the alternative signing page set out below. NB in a Scots law document it is essential to have the words "IN WITNESS WHEREOF" and the signatures of at least one of the parties (e.g. the Sub-Contractor plus the witness to the Sub-Contractor 's signature) on the same page as the last operative clause (i.e. clause 14.3) on the final hard copy of this document.

⁹ Delete as applicable.

¹⁰ Delete as applicable. If the Sub-Contractor is a company, it would be preferable for the Collateral Warranty to be signed by a Director or the Company Secretary, in each case plus a witness (rather than signing by an Authorised Signatory and a witness).

¹¹ Delete as applicable.

¹² Delete as applicable.

Subscribed for and on behalf of the Beneficiary:

.....
Signature of Authorised Signatory /
Director / Company Secretary /
Partner / Member ¹³

.....
Full name of Authorised Signatory /
Director / Company Secretary /
Partner / Member ¹⁴

Date when signed:

Town / City where signed:

In the presence of this witness:
Signature of witness

Full name of witness:

Address of witness:

¹³ Delete as applicable.

¹⁴ Delete as applicable. **If the Beneficiary is a company, it would be preferable for the Collateral Warranty to be signed by a Director or the Company Secretary, in each case plus a witness (rather than signing by an Authorised Signatory and a witness).**

~~¹⁵IN WITNESS of which this Agreement has been executed and, on the date set out above, delivered as a deed.~~

~~EXECUTED AND DELIVERED AS A DEED by the Sub-Contractor (being a company incorporated under the Companies Acts)¹⁶~~

~~acting by a Director in the presence of a witness whose signatures are here subscribed, namely:~~

~~.....
Signature of Director Name of Director~~

~~.....
Signature of Witness Name of Witness~~

~~.....
..... Occupation of Witness~~

~~EXECUTED AND DELIVERED AS A DEED by Robertson~~

~~acting by a Director in the presence of a witness whose signatures are here subscribed, namely:~~

~~.....
Signature of Director Name of Director~~

~~.....
Signature of Witness Name of Witness~~

~~.....
..... Occupation of Witness~~

~~EXECUTED AND DELIVERED AS A DEED by the Beneficiary (being a company incorporated under the Companies Acts)¹⁷~~

~~acting by a Director in the presence of a witness whose signatures are here subscribed, namely:~~

~~.....
Signature of Director Name of Director~~

~~.....
Signature of Witness Name of Witness~~

~~.....
..... Occupation of Witness~~

¹⁵ This signing block is for use where the Collateral Warranty is subject to English / Welsh law. If the Collateral Warranty is subject to Scots law, delete this signing page (and the following signing pages too) and use the alternative signing pages set out above.

¹⁶ If the Sub-Contractor is a partnership, LLP or an individual, delete these signing details and use the appropriate execution clause overleaf instead.

¹⁷ If the Beneficiary is a partnership, LLP or an individual, delete these signing details and use the appropriate execution clause overleaf instead.

OR

~~¹⁸EXECUTED AND DELIVERED AS A DEED by the Sub-Contractor (being a Limited Liability Partnership)¹⁹~~

~~acting by a Member in the presence of a witness whose signatures are here subscribed, namely:~~

.....
Signature of Member Name of Member

.....
Signature of Witness Name of Witness

.....
..... Occupation of Witness

OR

~~EXECUTED AND DELIVERED AS A DEED by the Sub-Contractor (being an individual)²⁰~~

.....
Signature of Sub-Contractor

In the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

OR

¹⁸ This signing block is for use where the Collateral Warranty is subject to English / Welsh law. If the Collateral Warranty is subject to Scots law, delete this signing page and use the alternative signing page set out above.

¹⁹ If the Sub-Contractor is a partnership (as opposed to an LLP), company or an individual, delete these signing details and use the appropriate execution clause overleaf instead.

²⁰ For use only where the Sub-Contractor is an individual (which is relatively rare) and is signing the Collateral Warranty as a deed subject to English law. If the Sub-Contractor is a company, LLP or a partnership, delete this section and use the appropriate execution clause on the other pages instead.

EXECUTED AND DELIVERED AS A DEED by the Sub-Contractor (being a partnership)²¹

Signed for and on behalf of the partners in the firm of the Sub-Contractor under a power of attorney dated:²²

.....
Date of Power of Attorney Signature of Partner

..... as Attorney for the partners in the firm of
Name of Partner the Consultant

in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

OR

²³ EXECUTED AND DELIVERED AS A DEED by the Beneficiary (being a Limited Liability Partnership)²⁴

acting by a Member in the presence of a witness whose signatures are here subscribed, namely:

.....
Signature of Member Name of Member

.....
Signature of Witness Name of Witness

.....
Occupation of Witness

OR

²¹ For use only where the Sub-Contractor is a partnership (as opposed to an LLP) and is signing the Collateral Warranty as a deed subject to English law. If the Sub-Contractor is an LLP, company or an individual, delete this section and use the appropriate execution clause on the other pages instead.

²² NB if there is no such power of attorney, the Collateral Warranty must be signed by all of the partners. Additional signatories may be added (following the same format) to cater for the Sub-Contractor's internal signing requirements.

²³ This signing block is for use where the Collateral Warranty is subject to English / Welsh law. If the Collateral Warranty is subject to Scots law, delete this signing page and use the alternative signing page set out above.

²⁴ If the Beneficiary is a partnership (as opposed to an LLP), company or an individual, delete these signing details and use the appropriate execution clause overleaf instead.

EXECUTED AND DELIVERED AS A DEED by the Beneficiary (being an individual)²⁵

.....
Signature of Beneficiary

In the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

OR

EXECUTED AND DELIVERED AS A DEED by the Beneficiary (being a partnership)²⁶

Signed for and on behalf of the partners in the firm of the Beneficiary under a power of attorney dated:²⁷

.....
Date of Power of Attorney _____ Signature of Partner

..... as Attorney for the partners in the firm of _____
Name of Partner _____ the Beneficiary

in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

²⁵ For use only where the Beneficiary is an individual (which is relatively rare) and is signing the Collateral Warranty as a deed subject to English law. If the Beneficiary is a company, LLP or a partnership, delete this section and use the appropriate execution clause on the other pages instead.

²⁶ For use only where the Beneficiary is a partnership (as opposed to an LLP) and is signing the Collateral Warranty as a deed subject to English law. If the Beneficiary is a company, LLP or an individual, delete this section and use the appropriate execution clause on the other pages instead.

²⁷ NB if there is no such power of attorney, the Collateral Warranty must be signed by all of the partners. Additional signatories may be added (following the same format) to cater for the Beneficiary's internal signing requirements.



Kevin Stewart
Framework Manager

M 07447 849 470

E k.stewart@robertson.co.uk

Robertson House
Castle Business Park, Stirling, FK9 4TZ

Contact us on 0845 266 7629
www.procurementhub.co.uk

Find us on social media



Procurement Hub
Part of Places for People
Group Support Centre, 4 The Pavilions,
Preston, PR2 2YB