

Design and Build Contract for use in Scotland 2024 (DB/Scot)

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 Mode of grant

Rights are to be granted

- * as Third Party Rights/
- * by collateral warranty (CWa/P&T/Scot or CWa/F/Scot, as appropriate)

3 Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule Part 5 of DB/Scot 2024; those to clauses are to clauses of the relevant SBCC Collateral Warranty.)

(P&T) Liability for other losses

If paragraph/clause 1.1.2 is to apply for any beneficiary, state:

- the beneficiary or category of beneficiaries for which it is to apply; and
- 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 (paragraph/clause 1.3) the definition of Consultants in clause 7.4.3 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	Beneficiaries to which those rights are to be granted	Rights to be granted as Third Party Rights (TPRs) or by Collateral Warranty (SCWa/P&T/Scot, SCWa/F/Scot or SCWa/E/Scot, as appropriate)	Requirement for Sub-Contractor's Professional Indemnity (PI) or Product Liability (PL) insurance (where applicable) ^[1]
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2 Applicable terms

(References below to paragraphs are to those in the relevant part of Schedule Part 5 to the SBCC Design and Build Sub-Contract Conditions; those to clauses are to clauses of the relevant SBCC Collateral Warranty.)

(P&T and E) Liability for other losses

If paragraph/clause 1.1.2 is to apply for any beneficiary, state:

- the beneficiary or category of beneficiaries for which it is to apply; and
- 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^[2]

If in the case of Employer Rights paragraph/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 2.26.6 of the Design and Build Sub-Contract Conditions (DBSub/C/Scot).

[1] 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.

[2] In the case of SBCC TPRs or collateral warranties from a Sub-Contractor to Purchasers/Tenants and a Funder the Net Contribution clauses apply. In the case of the SBCC TPRs and collateral warranties for the Employer the default position is that the provision does not apply unless so stated.