

CERTIFICATE OF INDEMNITY

We (Sub-Contractor)

Of (Address)

in consideration of receiving from (Main Contractor)

payment on account in the sum of £.....

or such lesser sums as may become payable after deduction of retention monies and discount hereby agree, declare and undertake as follows :-

1. We acknowledge that we hold at our works or at the locations detailed in the schedule attached hereto for and on behalf of

..... (Main Contractor)
(herein after called the 'contractor') and on behalf

of (herein after called the 'Employer') and as their property the materials or goods detailed in the price schedules hereto attached (hereinafter called the 'Materials') which we have undertaken to supply and install at the premises

known as
(herein after called the 'site') under the conditions of sub-contract between us and the contractor.

2. We declare that the said materials which are complete up to the point of incorporation into the works have been set apart and clearly marked to indicate that they are being held to the order of the Contractor as his property, and their destination as being the site, and we undertake to ensure that the said materials remain identifiable as such. The materials have been manufactured strictly in accordance with the sub-contract.
3. We further declare that where any of the materials referred to in paragraph 1 were ordered from a supplier or sub-contractor, the contract for their supply is in writing and expressly provides that the property therein shall pass unconditionally to us not later than the happening of the events set out in paragraphs 1 and 2.
4. We hereby acknowledge that by the signature of this certificate of indemnity the property in all of the materials referred in paragraph 1 above has passed irrevocably to the contractor. We declare that no lien whatsoever is held against the said goods or materials and that we are not in dispute with regard to the right of ownership with any other company for the said goods or materials.
5. We indemnify the contractor and employer against any loss resulting from destruction or any damage whatsoever (except loss or damage caused by or as a result of war) of or to the said materials while they are in our possession or at the locations listed hereinafter, or in transit to the site and we undertake to effect adequate insurance in the joint names of ourselves and the contractor against these risks and, if required, to satisfy you that this has been done. The interest of the employer will be endorsed upon the policies taken out and a certificate to that effect will be provided by the insurer.
6. We undertake that the said materials shall not be moved from their present location, except for the purpose of manufacture or assembly for the works, or delivered at the site, unless specifically instructed and required by the contractor. We shall remain responsible for the cost of storage, handling and insurance of the said goods or materials until they are delivered to the site.

7. In the event of bankruptcy of either ourselves or the Contractor, or a Receiver and Manager being appointed, unrestricted access is to be given to the Contractor or the Employer, as the case may be, to collect the above materials or goods from their place of storage.

8. The goods are stored at our works or in various locations at:-

a)

b)

c)

d)

SCHEDULE

Priced details of materials or goods

Goods referred to in our Application for payment No

Dated

For and on behalf of