# Annex 5 – Example Joining Deed for use with the Single Authority Model where the *Contractor* is the sole Trustee and sole account holder

Note: We hope that the attached Joining Deed proves helpful to you. Whilst we have endeavoured to ensure that the information in this document is correct, it has been written as a general template to provide you with a starting point only. You should seek your own legal advice before using or customising the Trust Deed for your specific purposes.

The Joining Deed are provided on an “as is” basis and we hereby exclude any and all representations, warranties, conditions and other terms (whether express or implied) concerning the trust deed to the maximum extent permitted by law.

# JOINING DEED

Terms in this Joining Deed have the meanings given to them in the contract between the Welsh Public Sector body , hereafter referred to as the Employer, as follows

. (*The Employer*) and

. . . . . . . . . . . . . . . . . . . . . . . . . (*The Contractor*) for

. . . . . [ Insert the Title of the contract ] (*The Contract*)

# Background

The *Employer* and the *Contractor* have entered into the Contract under which the *Contractor* is required to open a Project Bank Account through which to make payment(s) to the *Contractor* and *Named Suppliers* (sub-contractors / suppliers) who have signed a Joining Deed / Deed of Adherence that makes them a beneficiary under the main Trust Deed.

# Agreement

This agreement is made between the Contractor and [Insert the business name of the supplier] (the Named Supplier) to make the Named Supplier a beneficiary under the main Trust Deed. Under this agreement;

* Sums due to the *Named Supplier* in connection with the delivery of *the Contract* as detailed in the Employers Authorisation are held in trust in the Project Bank Account by the *Contractor* for disbursement to the *Named Supplier,* in accordance with the banking arrangements applicable to the Project Bank Account,
* This deed is subject to the contract law applicable to *the Contract*,
* The benefits under this deed may not be assigned.

**Executed as a deed on** . . . . . . . . . .[ Date ] . . . . . . . . . . . . . . . . .

# by

I [Name of *Contractor’s* representative] agree to [Name of the *Named Supplier*] becoming a beneficiary under the main Trust Deed.

[Signature of *Contractor’s* representative] . . . . . . . (on behalf of the *Contractor*) [Print the name, role, title, position of *Contractor’s* representative].

I [Name of *Named Supplier* representative] agree to becoming a beneficiary under the main Trust Deed.

[Signature of *Named Supplier s* representative] . . . (On behalf of the *Named Supplier*) [Print the name, role, title, position of *Named Suppliers* representative].

# Schedule 1 to Joining Deed

1. **Admission**
   1. The new party will be added as a party to the Deed on the Admission Date
   2. The new Party agrees to be bound by the Deed in relation to the Current Parties as from the Admission Date as if the New Party was an original party to the Deed
   3. The Current Parties agree to be bound by the Deed in relation to the New Party as from the Admission Date as if the New Party was an original party to the Deed.
2. **General**
   1. The Contractor is authorised by the remaining Current Parties to enter into and execute this Deed on behalf of all the Current Parties as their agent.
   2. This Deed of Adherence is governed by English Law and interpreted in accordance with English and Welsh law (as it applies in Wales) and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.