**PSC**

**Y(UK) 1 – Project
Bank Account**

Defined terms

Y1.1
(1) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
(2) Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.
(3) The Payment Schedule is a list of payments to be made to the *Consultant* and Named Suppliers from the Project Bank Account.
(4) Project Bank Account is the account used to receive payments from the *Client* and the *Consultant* and to make payments to the *Consultant* and Named Suppliers.
(5) Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
(6) A Supplier is a person or organisation who has a contract to
   • provide part of the *service* or
   • provide a service necessary to Provide the Service.
(7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

Project Bank Account

Y1.2    The *account holder* establishes the Project Bank Account with the *project bank* within eight weeks of the Contract Date.
Y1.3    Unless stated otherwise in the Contract Data, the *Consultant* pays any charges made and is paid any interest paid by the *project bank*. The charges and interest by the *project bank* are not included in Defined Cost.
Y1.4    If the *account holder* is the *Consultant*, it submits to the *Service Manager* for acceptance details of the banking arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments and inspections to be made in accordance with the contract. The *Consultant* provides to the *Service Manager* copies of communications with the *project bank* in connection with the Project Bank Account.

Named Suppliers

Y1.5    The *Consultant* includes in its contracts with Named Suppliers the arrangements in the contract for the operation of the Project Bank Account and Trust Deed. The *Consultant* informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.

Y1.6    The *Consultant* submits proposals for adding a Supplier to the Named Suppliers to the *Service Manager* for acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the *Consultant*. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The *Client*, the *Consultant* and the Supplier sign the Joining Deed after acceptance.

Payments

Y1.7    Until the Project Bank Account is established, payment is made by the *Client* to the *Consultant.*

Y1.8    The *Consultant* shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.

Y1.9    Within the time set out in the banking arrangements to allow the *project bank* to make payment to the *Consultant* and Named Suppliers in accordance with the contract,

- the *Consultant* prepares the Payment Schedule, provides a copy to the *Service Manager* and provides the information in the Payment Schedule to the *project bank,*
- the *Client* makes payment to the Project Bank Account of the amount which is due to be paid under the contract and
- the *Consultant* makes payment to the Project Bank Account of any amount which the *Client* has informed the *Consultant* it intends to withhold from the certified amount and which is required to make payment to Named Suppliers.

Y1.10   The *Consultant* notifies the *Service Manager* if the amount due to any Named Supplier stated in the Payment Schedule is different from that in the payment certificate and provides reasons for the change.

Y1.11   If the *account holder* is the *Consultant*, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the *Client* checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.

Y1.12   If the *account holder* is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment.

Y1.13   Following authorisation, the *Consultant* and Named Suppliers receive payment from the Project Bank Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.

Y1.14   The *Consultant* updates the Project Bank Account Tracker and submits it to the *Service Manager* within one week of any payment being made from the Project Bank Account.

Y1.15   A payment which is due from the *Consultant* to the *Client* is not made through the Project Bank Account.

Effect of Payment

Y1.16   Payments made from the Project Bank Account are treated as payments from the *Client* to the *Consultant* in accordance with the contract. A delay in payment due to a failure of the *Consultant* to comply with the requirements of this clause is not treated as late payment under the contract.

Trust Deed

Y1.17    The *Client*, the *Consultant* and *named suppliers* sign the Trust Deed within two weeks of the Contract Date.

Termination

Y1.18    If the *Service Manager* issues a termination certificate, no further payment is made into the Project Bank Account.

# Trust Deed

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this deed have the meanings given to them in the contract between . . . . . . . . . and . . . . . . . . . . . for . . . . . . . . . . . . . (the *service*).

**Background**

The *Client* and the *Consultant* have entered into a contract for the *service*.

The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*.

A Project Bank Account will be established to make provision for payment to the *Consultant* and the Named Suppliers.

**Agreement**

The parties to this deed agree that

- sums due to the *Consultant* and Named Suppliers and set out in the Payment Schedule are held in trust in the Project Bank Account for distribution to the *Consultant* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,

- further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Consultant.* The agreement of the *Client* and *Consultant* is treated as agreement by the Named Suppliers who are parties to this deed,

- this deed is subject to the law of the contract for the *service*,

- the benefits under this deed may not be assigned.

**Executed as a deed on** . . . . . . . . . . . . . . . . . . .

by

. . . . . . . . . . . . . . . . . . . . . . (*Client*)

. . . . . . . . . . . . . . . . . . . . . . (*Consultant*)

. . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . (Named Suppliers)

. . . . . . . . . . . . . . . . . . . . .

# Joining Deed

This agreement is made between the *Client*, the *Consultant* and . . . . . . . . (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between . . . . . . . . . . . . . . and . . . . . . . . . . . . . . for . . . . . . . . . . . . . . (the *service*).

**Background**

The *Client* and the *Consultant* have entered into a contract for the *service*.

The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*.

A Project Bank Account **has been/will be** (delete as applicable) established to make provision for payment to the *Consultant* and the Named Suppliers.

The *Client,* the *Consultant* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed) and have agreed that the Additional Supplier may join that deed.

**Agreement**

The parties to this deed agree that

- the Additional Supplier becomes a party to the Trust Deed from the date set out below,
- this deed is subject to the law of the contract for the *service*,
- the benefits under this deed may not be assigned.

**Executed as a deed on** . . . . . . . . . . . . . . . . . . .

by

. . . . . . . . . . . . . . . . . . . . . . (*Client*)

. . . . . . . . . . . . . . . . . . . . . . (*Consultant*)

. . . . . . . . . . . . . . . . . . . . . . (Additional Supplier)

**Contract Data**

Part one

If Option Y(UK)1 is used

The *Consultant* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

The *account holder* is **the *Consultant*/the Parties** (Delete as applicable)

Part two

If Option Y(UK)1 is used

The *project bank* is…………………….

*named suppliers* are……………………