



DATED

[•]
and
[•]

as Principals

[•]

as Escrow Agent

**Template
ESCROW AGREEMENT**

relating to a project at [•]

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DATED

PARTIES

- (1) [●] (company no [●]) whose registered office is at [●] (the "**Employer**")
- (2) [●] (company no [●]) whose registered office is at [●] (the "**Contractor**")
(together, the "**Principals**")
- (3) [●] (company no [●]) whose registered office is at [●] (the "**Escrow Agent**")

BACKGROUND

- (A) The Principals are the parties to an agreement dated [●] (the "**Main Agreement**") for the carrying out of works at [●] as more particularly described in the Main Agreement.
- (B) Pursuant to clause 1.2, the Employer is obliged to pay to the Escrow Agent the sum of £[●] (the "**Escrow Sum**") which is to be held subject to the escrow arrangements set out in this Agreement.
- (C) The Principals have instructed the Escrow Agent to pay the Escrow Sum following receipt into an interest bearing bank account (the "**Escrow Account**") to be opened in the name of the Escrow Agent with [●] Bank plc (the "**Bank**") and to be called the "[●] Escrow Account".
- (D) The Principals have requested that the Escrow Agent hold and apply the amount from time to time standing to the credit of the Escrow Account (the "**Escrow Funds**") on the terms of this Agreement.
- (E) In this Agreement "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in [England and Wales]¹.

OPERATIVE PROVISIONS

1 APPOINTMENT OF ESCROW AGENT AND CREATION OF ESCROW ACCOUNT

- 1.1 The Principals jointly appoint the Escrow Agent to act as escrow agent to hold and apply the Escrow Funds in accordance with this Agreement. The Escrow Agent accepts that appointment.
- 1.2 [Within [●] Business Days after the date of this Agreement][On or before the Date of Possession stated in the Main Agreement]², the Employer shall deposit the Escrow Sum with the Escrow Agent as security for the payment of sums from time to time becoming due to the Contractor under the Main Agreement.
- 1.3 Forthwith on receipt of the Escrow Sum, the Escrow Agent shall open the Escrow Account and pay the Escrow Sum into the Escrow Account.

¹ Consider amending if the Works are located outside England and Wales.

² Amend as appropriate.

1.4 [Within [●] Business Days after the date of this Agreement][On or before [●]]³, the Employer shall issue an irrevocable instruction to the Escrow Agent in the form set out in Schedule 1. Only one instruction is required to be issued for all and any payments to be made to the Contractor under clause 2.2.2.

2 **APPLICATION OF ESCROW FUNDS⁴**

2.1 **Employer's interest in Escrow Funds**

2.1.1 The Employer's interest in the Escrow Funds is fiduciary as trustee for the purposes set out in this Agreement (but without obligation to invest) with effect from the date of establishment of the Escrow Account until all sums due to the Contractor under the Main Agreement have been discharged by the Employer or until the Escrow Account is closed in accordance with clause 2.5.4.

2.1.2 All interest accruing on amounts from time to time held in the Escrow Account shall belong to the Employer.

2.1.3 The Employer shall not be entitled to make any withdrawals from the Escrow Account other than as contemplated by clause 2.5.4 or as otherwise agreed between the Principals.

2.2 **Contractor's right to payment**

2.2.1 The Contractor may require payments to be made from the Escrow Account only in the circumstances described in clause 2.2.2.

2.2.2 If the Employer fails to pay a notified sum (as that term is defined in section 111(2) of the Housing Grants, Construction and Regeneration Act 1996, as amended by the Local Democracy, Economic Development and Construction Act 2009) to the Contractor under the Main Agreement by its final date for payment, the Contractor may give to the Employer notice of its intention to require the Escrow Agent to make payment of the unpaid amount from the Escrow Account. If the notified sum or any part of it remains unpaid on the expiry of five Business Days following receipt by the Employer of such notice, the Contractor may issue to the Escrow Agent a demand in substantially the form set out in Schedule 2 requiring the Escrow Agent to make payment of the unpaid amount from the Escrow Account to the Contractor.

2.2.3 A demand under clause 2.2.2 shall be valid if (and only if) it is accompanied by:

- (a) a copy of the notice referred to in clause 2.2.2; and
- (b) a certificate purporting to be signed by a director or other authorised officer of the Contractor, confirming that the amount requested is the notified sum and that it remains unpaid.

2.2.4 Forthwith on receipt of a demand under clause 2.2.2, the Escrow Agent shall send a copy of the demand and the accompanying documents to the Employer.

2.2.5 Subject to clauses 3.4 and 3.6, the Escrow Agent shall comply with any valid demand for payment issued by the Contractor pursuant to clause 2.2.2 upon the expiry of five Business

³ Amend as appropriate.

⁴ This clause assumes that the Main Agreement will be based on the JCT 2016 Design and Build Contract (DB 2016) and cross-refers to the clause numbers in that form of contract. It will need to be adapted if a different form is used.

Days following receipt (or deemed receipt) by the Employer of the demand and accompanying documents referred to in clause 2.2.4, unless within that period:

- (a) the Contractor notifies the Escrow Agent that it has been paid the whole of the notified sum; or
- (b) the Employer obtains an order from an English court or other competent tribunal binding on the Escrow Agent that prohibits it from complying with the demand.

2.2.6 Any amount received by the Contractor from the Escrow Account pursuant to clause 2.2.5 shall to that extent discharge the Employer's obligation to make payment of such amount to the Contractor as required by the Main Agreement.

2.2.7 If the Contractor is entitled to give notice to the Employer or to issue a demand to the Escrow Agent under clause 2.2.2 but fails to do so, the Employer shall be deemed for the purpose of clause [8.9.1] of the Main Agreement (but not for any other purpose) to have made payment to the Contractor by the final date for payment.

2.3 **Replenishment of Escrow Account**

2.3.1 If the Contractor receives a payment out of the Account pursuant to clause 2.2.5 or any other sum is withdrawn from the Account (whether by the Escrow Agent or otherwise), the Escrow Agent shall forthwith so notify the Principals. Within five Business Days of receiving such notification, the Employer shall:

- (a) direct the Escrow Agent to apply any interest then accrued in the Escrow Account in full or partial satisfaction of its obligation to make further payment into the Escrow Account; and
- (b) (where such interest is insufficient) deposit with the Escrow Agent such further sum as will ensure that the balance in the Escrow Account is not less than the Escrow Sum.

2.3.2 If the Employer fails to make the deposit referred to in clause 1.2 or the further deposit referred to in clause 2.3.1(b), the Contractor may give to the Employer a notice requiring the Employer to do so. If the Employer fails to make such deposit or further deposit within five Business Days of the Contractor's notice, such failure shall be treated for the purposes of clauses [4.11] and [8.9.1] of the Main Agreement as a failure to pay the Contractor in accordance with clause [4.9] of the Main Agreement by the final date for payment.

2.4 **Statements of account**

2.4.1 Forthwith on receipt of any further deposit referred to in clause 2.3.1(b), and in any event at intervals of not more than six months from the date of this Agreement until the Escrow Account is closed in accordance with clause 2.5.4, the Escrow Agent shall issue a statement of account to the Principals recording the Escrow Funds then held and any transactions in relation to the Escrow Account since the last such statement was issued.

2.5 **Closure of the Escrow Account**

2.5.1 On the occurrence of any of the following events (whichever occurs first):

- (a) payment of the balance (if any) stated as due in the Final Statement or the Employer's Final Statement under the Main Agreement, or such other amount as may be determined to be payable pursuant to clause [1.8.2] of the Main Agreement;

- (b) determination of the Contractor's employment under the Main Agreement by the Employer pursuant to any of clauses [8.4, 8.5 or 8.6] of the Main Agreement (or, if the Contractor disputes the validity of that determination, when an adjudicator, arbitrator or court decides that the determination was valid, subject in the case of an adjudicator's decision to a right for the Contractor to challenge that decision within 20 Business Days in accordance with the dispute resolution provisions in the Main Agreement, failing which the decision will be treated for the purposes of this clause 2.5.1 only as being final and conclusive);
- (c) determination of the Contractor's employment under the Main Agreement by the Contractor pursuant to clause [8.9] or clause [8.10] of the Main Agreement and payment by the Employer of the amount due to the Contractor upon such determination under clause [8.12.5] of the Main Agreement;
- (d) agreement between the Principals that the escrow arrangements in this Agreement are no longer required; or
- (e) *[longstop date, if required]*;

the purpose of this Agreement shall be treated as having been fulfilled and the Employer may give notice to the Escrow Agent (with a copy to the Contractor) requiring the Escrow Agent to close the Escrow Account.

2.5.2 The Employer's notice under clause 2.5.1 shall specify:

- (a) which of the events listed in clause 2.5.1 has occurred; and
- (b) details of the bank account to which any credit balance in the Escrow Account should be transferred.

2.5.3 Within five Business Days following receipt of a notice under clause 2.5.1, the Contractor may issue a counter-notice to the Employer (with a copy to the Escrow Agent) disputing that the event stated in the Employer's notice has occurred. In that event, the matter shall be determined in accordance with the dispute resolution provisions in the Main Agreement. If the determination is in the Employer's favour, the Employer may then give a further notice under clause 2.5.1.

2.5.4 The Escrow Agent shall close the Escrow Account and release any balance then standing to the credit of the Escrow Account (including accrued interest) to the Employer:

- (a) five Business Days following receipt of the Employer's notice under clause 2.5.1, if the Contractor has not issued a counter-notice under clause 2.5.3; or
- (b) five Business Days following receipt of the Employer's further notice under clause 2.5.3, if the Contractor has issued such a counter-notice.

3 **OPERATION OF THE ESCROW ACCOUNT BY ESCROW AGENT**

3.1 The Escrow Agent shall:

- (a) hold the Escrow Funds in the Escrow Account as stakeholder for the purposes and on the terms set out in this Agreement;
- (b) pay into the Escrow Account any further amounts received by it from the Employer pursuant to clause 2.3.1(b); and

- (c) transfer or otherwise deal with the Escrow Funds only in accordance with the terms of this Agreement.
- 3.2 The Escrow Agent may accept and rely without enquiry on any instruction which appears on its face to be signed by or on behalf of the relevant Principal, provided that (in the case of a demand issued by the Contractor pursuant to clause 2.2.2) it is accompanied by the documents referred to in clause 2.2.3.
- 3.3 Without limiting clause 3.2, the Escrow Agent shall not be responsible for ascertaining:
 - (a) whether any amount it is instructed to pay has been correctly calculated or is properly payable; or
 - (b) whether an instruction has been properly executed or validly authorised.
- 3.4 The Escrow Agent shall promptly comply with any demand or other obligation to pay monies out of the Escrow Account by instructing the Bank to do so, but the Escrow Agent shall not be liable or responsible for:
 - (a) any delay or failure on the part of the Bank or any third party in receiving or executing any instructions sent by the Escrow Agent;
 - (b) any loss or damage suffered by any person in connection with any fraud, negligence, default or other act or omission on the part of the Bank or (except to the extent directly resulting from the fraud or wilful default of the Escrow Agent or its directors, servants or agents) any other person; or
 - (c) any loss or damage suffered by any person as a result of the insolvency, bankruptcy, winding-up, administration, reorganisation or any analogous event in the United Kingdom or any other jurisdiction relating to the Bank or any other person.
- 3.5 The Escrow Agent shall be entitled to be satisfied that any receipt or payment made or to be made into or out of the Escrow Account complies with all applicable money laundering and other laws and regulations and its own anti-money laundering policies. The Escrow Agent shall not be liable or responsible for any failure to take, or any delay in taking, any action which in its judgment may:
 - (a) be contrary to any provision of this Agreement or any court order or any money laundering or other laws and regulations or any of its own anti-money laundering or other risk management policies; or
 - (b) expose it to any liability or expense against which it has not been indemnified and secured to its satisfaction.
- 3.6 The Escrow Agent shall not be obliged to make (or to instruct the Bank to make) any payment from the Escrow Account except out of immediately available cleared funds which have been irrevocably credited to and are standing to the credit of the Escrow Account, nor shall it be required to take any other action to the extent that such action (if taken) would leave a debit balance in the Escrow Account.
- 4 **INVESTMENT OF THE ESCROW SUM**
- 4.1 The Escrow Agent shall not be responsible for investing the Escrow Funds in any particular way. Any interest earned on the Escrow Funds shall be credited to the Escrow Account and shall be applied as directed by the Employer in accordance with clause 2.3.1(a).

4.2 The Escrow Agent shall not be required to determine or dispute the rate or amount of any interest, charges, fees, costs or expenses paid or levied by the Bank or any tax or other liabilities relating to the Escrow Funds.

5 **ROLE OF THE ESCROW AGENT**

5.1 The responsibilities of the Escrow Agent under this Agreement are administrative only.

5.2 The Escrow Agent shall have only those duties, obligations and responsibilities expressly set out in this Agreement and shall have no implied duties, obligations or responsibilities. In particular, the Escrow Agent is not bound by the Main Agreement or any other agreement, arrangement or understanding between the Principals, nor shall the Escrow Agent be treated as having actual, constructive or implied knowledge of any of the terms of the Main Agreement or any such other agreement, arrangement or understanding.

5.3 If at any time the Escrow Agent is uncertain as to its duties, obligations or responsibilities under this Agreement or receives instructions, claims or demands which in its opinion conflict with each other and/or with any provision of this Agreement:

- (a) the Escrow Agent may, but shall not be required to, take legal action to resolve any such uncertainty or conflict and in doing so may consult with legal advisers of its own choice; and
- (b) the Escrow Agent shall be entitled to hold the Escrow Funds and to refrain from taking any action until it receives:
 - (i) a joint instruction from the Principals in terms satisfactory to the Escrow Agent; or
 - (ii) an order of an English court or other competent tribunal binding on the Escrow Agent,

following which the Escrow Agent shall deal with the Escrow Funds in accordance with such instruction or order.

5.4 The Escrow Agent may resign its appointment as escrow agent under this Agreement at any time on at least [40] Business Days ' prior notice to the Principals. If the Escrow Agent resigns, the Principals shall use all reasonable endeavours to procure a replacement within the notice period and the Escrow Agent shall co-operate with the Principals as necessary to facilitate a smooth handover of the Escrow Agent's duties to the appointed replacement. If a replacement has not been made before the expiry of the notice period, the Escrow Agent may instruct the Bank to pay the Escrow Funds (including any accrued interest, but less any deductions yet to be made under clause 6.4 or clause 7.3) into court.⁵

6 **AUTHORITY AND INDEMNITY**

6.1 The Principals irrevocably authorise the Escrow Agent to:

- (a) pay all taxation, bank charges, CHAPS fees, penalties and other liabilities arising out of or in connection with this Agreement, or the opening or operation of the Escrow Account; and

⁵ If the Contractor will not accept this provision, an alternative would be to allow the Escrow Agent to resign if there is a change of control of the Employer, because of the potential regulatory difficulties to which this scenario may give rise.

- (b) make any payments, deductions or withholdings (whether on account of tax or otherwise) or do anything else required by any law, regulation or court order (or, if so required by any law, regulation or court order, refrain from making any payment, or from doing anything else, otherwise required by this Agreement).
- 6.2 The Principals hereby jointly and severally agree to indemnify⁶ the Escrow Agent and its directors, servants and agents, on demand, against all claims, demands, actions, proceedings, costs, expenses, liabilities, damages and losses (including all interest, penalties and legal and other professional costs and expenses, but excluding the Escrow Agent's fees and expenses as provided for in clause 7) which it may suffer or incur arising out of or in connection with this Agreement (including any taxation, bank charges, CHAPS fees, penalties, liabilities, payments, deductions or withholdings referred to in clause 6.1) (together "**Losses**"), subject only to clause 6.3.
- 6.3 The indemnity in clause 6.2 shall not apply to Losses to the extent that they are caused by or attributable to the wilful default or fraud of the Escrow Agent or any of its directors, servants or agents.
- 6.4 Without limiting the rights of the Escrow Agent under clause 6.1, or the obligations of the Principals under clause 6.2, the Principals irrevocably authorise the Escrow Agent to withdraw from the Escrow Account for its own account and benefit, without any further instruction or consent, any amount authorised to be paid by the Escrow Agent under clause 6.1 and/or any amount which the Principals are liable to pay to the Escrow Agent under clause 6.2.⁷

7 **ESCROW AGENT'S FEES AND EXPENSES**

- 7.1 The Escrow Agent shall be entitled to be paid its professional fees (at the usual hourly rates charged by it from time to time⁸), for its services as escrow agent under this Agreement and the opening, operation and closing of the Escrow Account (together with its costs and expenses and any applicable VAT), including any fees, costs and expenses incurred in any action taken pursuant to clause 5.3(a).
- 7.2 The Employer shall alone be responsible for the fees of the Escrow Agent under clause 7.1.⁹
- 7.3 Without limiting the rights of the Escrow Agent under clause 7.1, or the obligations of the Employer under clause 7.2, the Principals irrevocably authorise the Escrow Agent to withdraw from the Escrow Account for its own account and benefit, without any further instruction or consent, any amount for which the Employer is responsible under clause 7.2.¹⁰

⁶ Alternatively this indemnity could be given by the Employer alone, possibly with a right for the Employer to claim a contribution from the Contractor (see the footnote to clause 6.4 below).

⁷ An alternative possibility would be to allow the Escrow Agent to withdraw only accrued interest, with any balance being payable by the Employer directly. It would then be open to the Principals to agree an apportionment of the balance between them, if that reflects their commercial bargain. If so, appropriate provisions would need to be included in the Agreement.

⁸ This may need to be amended to reflect the agreed basis on which the Escrow Agent will charge for its services.

⁹ Again the Principals may agree to apportion these fees between them; see the footnote to clause 6.4 above.

¹⁰ Again see the footnote to clause 6.4 above.

8 COMMUNICATIONS

8.1 Any notice, instruction or other communication under this Agreement must be in writing (but may consist of separate documents in the same form) and shall be delivered by hand or sent by special delivery post or e-mail to the relevant party at its address and for the attention of the individual set out below (or as notified in accordance with clause 8.2):

(a) The Employer

Address: [•]
E-mail address: [•]
Attention: [•]
Reference: [•]

(b) The Contractor

Address: [•]
E-mail address: [•]
Attention: [•]
Reference: [•]

(c) The Escrow Agent

Address: [•]
E-mail address: [•]
Attention: [•]
Reference: [•]

8.2 A party may notify the other parties of a change to its details specified in clause 8.1. The new details shall take effect as against the other parties five Business Days after receipt of the notice or on such later date as it may specify in the notice.

8.3 Unless proof of earlier receipt exists, a communication complying with clause 8.1 shall be deemed received:

(a) if delivered by hand, at the time of delivery, unless deemed receipt would occur after 5.00 pm on a Business Day, or on a day which is not a Business Day, in which case deemed receipt will be at 9.00 am on the next Business Day;

(b) if sent by special delivery post, at 9.00 am on the second Business Day after posting; or

(c) if sent by e-mail, at the earliest of:

(i) the time a return receipt is generated automatically by the recipient's e-mail server;

(ii) the time the recipient acknowledges receipt; and

(iii) 24 hours after transmission,

unless the sender receives notification that the e-mail has not been successfully delivered.

8.4 This clause does not apply to the service of any document required to be served in relation to legal proceedings.

9 **TERMINATION**

- 9.1 The Principals may at any time agree to terminate the appointment of the Escrow Agent under this Agreement by notice to the Escrow Agent.
- 9.2 The obligations of the Escrow Agent under this Agreement will automatically terminate:
- (a) at midnight on [●] (or, as the case may be, any later deadline agreed in writing by the Escrow Agent) if the Escrow Agent has not received the Escrow Sum by that deadline; or
 - (b) if, at any time after the Escrow Sum is credited to the Escrow Account, the Escrow Funds (less any unpaid permitted deductions) are zero and the Employer is not required or has not taken steps to replenish the Escrow Account in accordance with clause 2.3.1.
- 9.3 Upon termination of the Escrow Agent's appointment for any reason, the Escrow Agent shall co-operate with the Principals as necessary to facilitate a smooth handover of the Escrow Agent's duties to any person appointed by the Principals to act in its place.
- 9.4 Termination of the Escrow Agent's appointment for any reason shall not prejudice or affect any accrued rights or obligations of the parties to this Agreement.
- 9.5 The Escrow Agent shall not close the Escrow Account other than in accordance with the express terms of this Agreement.

10 **GENERAL**

- 10.1 Each of the Principals shall provide the Escrow Agent with such information as it may reasonably require in connection with the establishment and operation of the Escrow Account and shall execute any document and do anything else that the Escrow Agent reasonably requires to give effect to this Agreement.
- 10.2 The rights and remedies of the Escrow Agent expressly conferred by this Agreement are cumulative and additional to any other rights or remedies that it may have.
- 10.3 The Escrow Agent shall not be liable for any failure or delay in the performance of any of its duties arising (in whole or in part) from circumstances beyond its control, including civil disturbances, acts of terrorism, natural disasters, loss or disruption to utilities or any failure of computer or other electronic services or systems.
- 10.4 In this Agreement, the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 10.5 The clause headings in this Agreement are for ease of reference only and shall not affect the interpretation of any provision of this Agreement.
- 10.6 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- 10.7 A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

- 10.8 Neither the Employer nor the Contractor may assign the benefit of this Agreement or any rights arising under it without the written consent of the other parties to this Agreement.¹¹
- 10.9 The parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999, except that, with the consent of the Escrow Agent, any of its directors, servants or agents may enforce the indemnity in clause 6.2 as if they were a party to this Agreement. The parties may terminate or vary this Agreement without the consent of any third party.
- 10.10 This Agreement is the entire agreement between the parties and replaces all previous agreements and understandings between them relating to its subject matter. The parties agree that no representations, warranties, undertakings or promises have been expressly or impliedly given in respect of the subject matter of this Agreement other than those which are expressly stated in this Agreement. No party shall have any remedy in respect of any statement not set out in this Agreement upon which it relied in entering into this Agreement, unless the statement was made fraudulently. The parties agree that they shall have no right to bring a claim in tort or under the Misrepresentation Act 1967 in connection with this Agreement.
- 10.11 This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.
- 10.12 This Agreement and any non-contractual obligations arising in connection with it shall be governed by English law.
- 10.13 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations. Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise). Nothing in this Agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

¹¹ Note that the restriction on assignment by the Contractor may fall foul of the Business Contract Terms (Restrictions on Assignment of Receivables) Regulations 2015 when it comes into force.

Schedule 1
Letter of Instruction from Employer to Escrow Agent

Dear Sirs

Works at [●] (the "Project")

We refer to the Escrow Agreement dated [●] (the "**Escrow Agreement**") entered into between yourselves, ourselves and [●] (the "**Contractor**") in connection with the Project.

We confirm that we have today paid the sum of £[●] into your bank account no [●] at [●] Bank plc, [●] branch (sort code [●]), to be held by you and applied in accordance with the terms of the Escrow Agreement.

We hereby irrevocably authorise and instruct you to comply with any requirement validly made by the Contractor in accordance with clause 2.2.2 of the Escrow Agreement, provided that:

- (a) such requirement is accompanied by the documents referred to in clause 2.2.3 of the Escrow Agreement;
- (b) you have first complied with clause 2.2.4 of the Escrow Agreement; and
- (c) the conditions to compliance set out in clause 2.2.5 of the Escrow Agreement are satisfied.

Any payment made by you pursuant to this instruction shall be made to the Contractor's account no [●] at [●] Bank plc, [●] branch (sort code [●]) and to no other account.

Yours faithfully

For and on behalf of [●]

**Schedule 2
Form of Instruction**

ESCROW ACCOUNT PAYMENT INSTRUCTION

From: [Contractor]
To: [Escrow Agent]
[address]
Attention: [●]
Reference: [●]

[date]

In accordance with and subject to the terms of the Escrow Agreement dated [●], we irrevocably and unconditionally authorise and instruct you to make the following payment out of the Escrow Account:

the sum of £[●] to be paid to:

Bank: [name and address]
Sort code: [●]
Account name: [●]
Account number: [●].

We enclose copies (certified by a Solicitor of the Supreme Court or other notarised attorney) of the accompanying documents referred to in clause 2.2.3 of the Escrow Agreement.

Signed for and on behalf of [Contractor])

.....
Authorised signatory

EXECUTION PAGE

Signed by)
for and on behalf of [**EMPLOYER**]:)

Duly authorised person

Signed by)
for and on behalf of [**CONTRACTOR**]:)

Duly authorised person

Signed by)
for and on behalf of [**ESCROW AGENT**]:)

Duly authorised person