

Collateral warranty extension

Exclusion clause 23 (Onerous contracts) shall not apply but shall be replaced by the following:

23 Onerous contracts

arising directly or indirectly from any breach or alleged breach of contract and in respect of which it is claimed

23.1 that **Your** duty is more onerous than would be implied by common law or statute; or

23.2 that **You** are liable for liquidated damages, penalties or for an amount due pursuant to any kind of guarantee or otherwise for damages that are greater than would be implied by common law or statute

provided that the indemnity provided to **You** under this Certificate shall apply in respect of any claim made against **You** in respect of obligations assumed by **You** under any collateral warranty, duty of care agreement or similar agreement on condition that:

- (a) the benefit of such warranty or agreement is no greater or longer lasting than that provided to **Your** client; and
- (b) no indemnity will be provided for
 - (i) any guarantee or warranty of fitness for purpose, satisfaction of performance specification or the period for completion of any work; or
 - (ii) any financial penalty or liquidated damages.

For the avoidance of doubt, the indemnity provided will continue to apply in the event that the benefit of the warranty or agreement is assigned to a tenant, purchaser, funder or other third party, subject to the Terms and Conditions of this Certificate;