

DISCRETIONARY PAYMENT UNDERTAKING BY SUB-CONTRACTOR/SUPPLIER

TO: Larsen Ltd

We CP Interiors of Rue des Pres Trading Estate, St Saviour, JE2 7QN being a Sub-Contractor/Supplier of Blinds and Curtains hereby undertake to CEDE ALL RIGHTS AND TITLE OF THE MATERIALS AND GOODS LISTED IN THE ATTACHED SCHEDULE in consideration of the inclusion by Larsen Ltd in an application for payment in accordance with the contract between Mr and Mrs Prosser AND Larsen Ltd of the sum stated in the Schedule hereto in respect of the value of materials or goods listed in that Schedule that:-

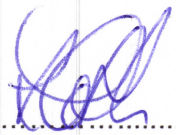
1. We have full and proper title and ownership of the materials or goods listed in the Schedule hereto.
2. No financial return or beneficial entitlement is due to any third party in respect of the goods and material listed in the Schedule attached hereto.
3. The materials or goods for which the discretionary payment is sought and to which this undertaking relates are properly intended for incorporation in the works and are as detailed and listed in the Schedule attached hereto.
4. Nothing remains to be done to such materials or goods to complete the same up to the point of their incorporation in the Works.
5. The materials or goods referred to in the Schedule are and shall remain until delivered to the Works stored, set apart and adequately protected at CP Interiors of Rue des Pres Trading Estate, St Saviour, JE2 7QN to which full access is guaranteed by us at all reasonable times and have been clearly marked so as to identify them and to show:-
 - a) that they are the property of Larsen Ltd and are being held to his/their order by CP Interiors.
 - b) that their destination is Fairfield and that all necessary steps will be taken by us to bring to the notice of any third party who may claim any lien or right of custody, possession or ownership of such materials or goods that such materials or goods are the property of Larsen Ltd.
6. Upon the inclusion in an interim certificate issued under the Contract between Mr and Mrs Prosser and Larsen Ltd of a sum which in the opinion of the Architect represents the proper value of any of the materials or goods listed in the Schedule hereto the property value of any of the materials or goods listed in the Schedule hereto the property in those materials or goods shall pass and vest absolutely in Larsen Ltd and such materials or goods shall remain in the possession of ourselves for the sole purpose of delivering them to and/or incorporating them in the Works and shall not be within the ownership, disposition or (except for the above purposes) control of ourselves.

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(Cont'd)

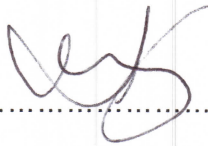
7. In addition to the provisions of paragraph 5 above the materials or goods are and shall remain properly and adequately insured against any loss or damage whatsoever and howsoever caused and that the materials or goods are and shall remain at our risk in this respect and we hereby undertake to discharge and indemnify Larsen Ltd from and against all legal liability claims, demands, proceedings, cost charges and expenses of whatsoever nature arising in respect of the said materials or goods.

8. Nothing contained herein shall in any way relieve us of our responsibilities and liabilities under the terms and conditions of Sub-contract/Supplier Agreement but this undertaking shall have no force or effect unless and until a sum shall have been included in an interim certificate as provided for in Clause 6 hereof.

SIGNED FOR AND ON BEHALF
OF THE ABOVE NAMED SUB-CONTRACTOR/
SUPPLIER

 L. TAFI
.....

CP Interiors


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WITNESS

DATE

.....
25/10/19

DISCRETIONARY PAYMENT UNDERTAKING BY SUB-CONTRACTOR/SUPPLIER
(Cont'd)

SCHEDULE OF MATERIALS

BLIND01

BLIND02

BLIND03

BLIND04

BLIND05

BLIND06

BLIND07

BLIND08

BLIND09

BLIND10

BLIND14

BLIND15

BLIND16

CURT01

CURT01A

CURT02

CURT03

CURT04

CURT05

RUG1

RUG2

MAT1

MAT2

MAT3

MAT4

EXTERNAL AWNING1

EXTERNAL AWNING2