To : The Government of the Hong Kong Special Administrative Region (“The *Client*”)

Date : [ ]

Dear Sirs

**Contract No. [ ]**

**[Contract title] (“the contract”)**

**Vesting Certificate in relation to [Payment Application No. ]**

We, [*name of Contractor*] of [*insert address*] refer to the contract between us dated [i*nsert date*] which is to be performed at [*insert Site* *address*] (the “**Site**”) and the items listed and described in the **Appendix** hereto (the “**Listed \*MiC / MiMEP Works**”). Unless otherwise stated, we adopt the defined terms in the contract and ACC Clause IV:[XX][[1]](#footnote-1).

2. Prior to the delivery of the Listed \*MiC / MiMEP Works to the Site, we have applied for payment for [a proportion of][[2]](#footnote-2) the relevant activity in Stage 4 of \*MiC / MiMEP works (“**Interim Payment**”) in *[insert payment application no. ]* on [*insert date*].

3. We represent and warrant that the Listed \*MiC / MiMEP Works:-

1. have met all the contractual requirements and geometric configurations as applicable to them pursuant to the contract;
2. are our absolute and unencumbered property;
3. are [ready for shipment to the Site for erection / in the course of transportation to the Site for inclusion in the *works* as described in the **Appendix**][[3]](#footnote-3) but are yet to be delivered to the Site;
4. are [being stored off-Site at the address described in the **Appendix** (the “**Premises**”),][[4]](#footnote-4) set apart and have been clearly and visibly marked, individually or as a set, as follows:

“Property of the Government of the Hong Kong Special Administrative Region.

For use in ***[contract no. and title]***.

Destination: ***[Site address]***.”

4. We agree that:-

1. If the *Project Manager* certifies Interim Payment in a certificate (“**payment certificate**”), the Listed \*MiC / MiMEP Works shall immediately be and become the *Client*’s absolute and unencumbered property when the *Client* pays the amount certified as due under the payment certificate.
2. Without prejudice to the generality of NEC Clause 81.1, any claims and proceedings from Others and compensation and costs payable to Others which arise from or in connection with the Listed \*MiC / MiMEP Works; and any loss of or damage to the Listed \*MiC / MiMEP Works are the *Contractor*’s liabilities and we shall procure such insurance as is necessary to cover such liabilities.
3. We shall be responsible for the cost of storage, handling, transporting, insurance and visits of the *Project Manager*’s delegate to any off-Site manufacture / fabrication / assembly yard(s) of the Listed \*MiC / MiMEP Works.
4. The Listed \*MiC / MiMEP Works shall not be removed without an instruction or the prior written consent of the *Project Manager* and may be inspected by the *Project Manager*’s delegate on reasonable notice.
5. Any Interim Payment by the *Client* shall not be deemed to imply any acceptance of the Listed \*MiC / MiMEP Works by the *Project Manager* and the *Project Manager* may reject any Listed \*MiC / MiMEP Works at any time in accordance with the contract.
6. Neither we nor a Subcontractor nor any other person shall have a lien or charge on the Listed \*MiC / MiMEP Works when they become the property of the *Client* for any sum due to us, the Subcontractor or other person and we shall take all such steps as may reasonably be necessary to ensure that the title of the *Client* and the exclusion of any such lien or charge are brought to the notice of the Subcontractor and any other person dealing with the Listed \*MiC / MiMEP Works.
7. In the event of the termination of the contract or our employment under the contract for any reason, we shall, at our cost, deliver the Listed \*MiC / MiMEP Works to the Site. If we fail to promptly so deliver, the *Client* may enter any premises [(including but not limited to the Premises)][[5]](#footnote-5) and, at our cost, collect the Listed \*MiC / MiMEP Works and take them to the Site or to any location.
8. A person who is not a party to this letter shall not have any rights under or in connection with it.
9. In the event of any dispute or difference under this letter, that dispute or difference shall be settled in the same way as a dispute or difference under the contract and shall be subject to the same governing law as the contract.
10. This letter is without prejudice to the terms of the contract, which shall continue to be binding and of full effect and shall not be amended, waived or affected by this letter.

Yours faithfully,

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign this letter for and on behalf of [name of Contractor]

Registered address of [name of Contractor]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name of Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation of Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX**

Listed \*MiC / MiMEP Works

The Listed \*MiC / MiMEP Works are \*[held/stored at: [LOCATION].]/ [in the course of transportation to the Site with details as follows: [insert transportation information].]

|  |  |  |  |
| --- | --- | --- | --- |
| Works | Description | Mark | Value |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |

To : The Government of the Hong Kong Special Administrative Region

Date : [ ]

Dear Sirs,

We, [name of \*MiC / MiMEP Subcontractor] of [insert address], refer to the contract between [name of Contractor] (“the Contractor”) and us dated [insert date] and the items listed and described in the **Appendix** hereto (the “**Listed \*MiC / MiMEP Works**”).

2. We confirm that we:-

1. have received from the Contractor payment for the Listed \*MiC / MiMEP Works on [date];
2. have passed to the Contractor absolute and unencumbered property in and ownership of the Listed \*MiC / MiMEP Works on [date]; and
3. have no property in any part of or all of the Listed \*MiC / MiMEP Works, no claim to them and no lien or charge on them.

Yours faithfully,

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign this letter for and on behalf of [name of \*MiC / MiMEP Subcontractor]

Registered address of [name of \*MiC / MiMEP Subcontractor]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name of Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation of Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX**

Listed \*MiC / MiMEP Works

|  |  |  |  |
| --- | --- | --- | --- |
| Works | Description | Mark | Value |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |

1. Insert clause number of the ACC for Assessment of the Price for Work Done to Date for each Stage of MiC / MiMEP works [↑](#footnote-ref-1)
2. Amend as appropriate. [↑](#footnote-ref-2)
3. Amend as appropriate. [↑](#footnote-ref-3)
4. Delete part in square brackets if the Listed MiC / MiMEP works are in the course of transportation. [↑](#footnote-ref-4)
5. Amend as appropriate [↑](#footnote-ref-5)