

[ON CONTRACTOR'S HEADED NOTEBOOK]

Cavan and Monaghan Education and Training Board,
Market Street
Monaghan
H18 W449

[DATE]

Vesting Certificate in relation to Kitchen Equipment

**CMETB 2026 - 704 - Training Kitchen upgrade works at Cavan Institute,
Cathedral Road, Drumalee, Cavan, Co. Cavan, H12 E426.**

EMPLOYER : Cavan and Monaghan Education and Training Board

CONTRACTOR : []

Dear Cavan and Monaghan Education and Training Board,

1. This letter relates to the following:
 - 1.1 A **Short Public Works Contract** between the Employer and Contractor dated [DATE] (**Contract**).
 - 1.2 We write in relation to the ownership of certain off-site goods and materials, being the items listed in the appendix to this letter, as described in the Contract (Listed Items).
 - 1.3 The Contract is to be performed at Cavan Institute, Cathedral Road, Drumalee, Cavan, Co. Cavan, H12 E426 (**Property**).
 - 1.4 The Contract relates to Training Kitchen upgrade works at Cavan Institute, Cathedral Road, Drumalee, Cavan, Co. Cavan, H12 E426 as more particularly described in the Contract (**Works**).

- 1.5 Pursuant to Clause 11.1 of the Contract, the Contractor, must ensure that goods and materials for the Works become the property of the Employer on the earliest of the following:
- (a) when they are delivered to the Site, if owned by the Contractor
 - (b) when they are incorporated in the Works
 - (c) when the Employer makes any payment for them.
- 1.6 Prior to their delivery to the site of the Works (**Site**), or 30 November 2026, whichever is the earlier, we have purchased the Listed Items and applied for payment in relation to the Listed Items in a payment notice to you.
2. We warrant that the Listed Items:
- 2.1 Have been manufactured or prepared and are ready for incorporation in the Works and are intended to be incorporated in the Works.
 - 2.2 Are our absolute and unencumbered property. However, on payment of the payment notice by the Employer referred to in this letter, under and in accordance with the Contract, they will immediately become your absolute and unencumbered property. At that time, we, our sub-contractors, suppliers, servants and agents and any other third party shall have no property in any part or all of them, no claim to part or all of them and no lien or charge over part or all of them.
 - 2.3 Are in accordance with the Contract. In the event that they are not in accordance with the Contract, we acknowledge that you may reject them and instruct us that they shall immediately re-vest in us and be entirely at our risk.
 - 2.4 Are, at our cost, insured against loss or damage for their full value under a policy of insurance protecting our interests and your interests, in our and your joint names, in respect of the Specified Perils (as referred to in the Contract) for a period no shorter than the period from the date of payment of the payment notice to the date of delivery of the Listed Items to the Site. Upon request, we shall provide you, your servants or agents with a copy of the relevant insurance policy and/or allow you, your servants or agents to inspect the original insurance policy that effects such insurance.
 - 2.5 At the premises where they have been assembled or are stored, clearly identify that they are held to your order (or to the order of another person, whom you have notified to us) and are to be delivered to the Site. We confirm that the Listed Items:
 - (a) are set apart;

- (b) have been clearly and visibly marked, individually or in sets, in a manner agreed between us, in a way that such marks will remain legible until they are delivered to the Site; and
- (c) will be stored to your satisfaction.

2.6 Will be delivered to the Site to suit the agreed programme for the Works. In the event of the termination of the Contract or our employment under the Contract for any reason (including, without limitation, our insolvency or breach of contract), we shall, at our cost, deliver them to the Site or to an alternative location for the purposes of storage, as instructed by you. If we fail to promptly perform that delivery, you may enter any premises and, at our cost, collect them and take them to the Site or to any location for the purposes of storage.

2.7 May be inspected at any time by you, your servants or agents.

For the purposes of this letter, it is agreed that:

- 3. A person who is not a party to this letter shall not have any rights under or in connection with it, but you may assign the benefit of this letter to any person to whom you assign the benefit of the Contract, provided that such assignment takes place at the same time (and to the same person) as the assignment of the benefit of the Contract or at the same time (and to the same person) as a novation of the Contract. Any reference to you in this letter includes your permitted assignees.
- 4. Any notice sent under this letter shall be sent in accordance with the Contract.
- 5. 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 and jurisdiction as the Contract.
- 6. 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.
- 7. Without prejudice to the previous paragraph of this letter, we shall indemnify and hold you harmless from all costs, claims, demands, losses and expenses of whatsoever nature arising from any breach or non-observance of any of the terms contained in this letter.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

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[NAME OF CONTRACTOR]

We hereby acknowledge receipt and accept the contents of this letter

Signed

CAVAN AND MONAGHAN EDUCATION AND TRAINING BOARD

Date

ANNEX A Listed Items

Item	Description	Mark	Value
1.	Walk-In Cold Room – Complete Installation (Architects Specification A13/140)	[]	[]
2.	Walk-In Freezer-Complete Conversion (Architects Specification A13/140)	[]	[]
3.	All associated Ventilation Equipment with Walk-in Cold Room and Walk-In Freezer	[]	[]

These Listed Items are held/stored at: [LOCATION].