

S

A

M

CONSTRUCTION AGREEMENT

P

L

E

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Contractor>> a <<Country of Registration>> under  
number <<Company Re whose registered office is at  
<<Registered office>> (the  
(2) <<Name of Sub-Contractor>> (“Sub-Contractor”)

**IT IS AGREED** as follows:

## 1. DEFINITIONS

1.1 In this Agreement e otherwise requires the following  
terms shall have the

**'Confidential Information'** mea party, information which is disclosed to  
that pursuant to or in connection with this  
Agre r in writing or any other medium, and  
whet h is expressly stated to be confidential  
or m

**'Main Contract'** mea <<Date>> between (1) <<Name of  
Emp Contractor for the carrying out of the Main  
Cont

**'Main Contract Works'** mea main contract works>>;

**“Worker”** mea self-employed or employed by the Sub-  
Cont, knowledge and experience, who is  
nom the Sub-Contractor to carry out any or  
all of ontractor’s behalf; and

**'Works'** mea n Part 1 of the Schedule.

## 2. ENGAGEMENT OF SUB-C

2.1 The Contractor here ontractor to carry out the Works in  
accordance with the this Agreement.

2.2 It is understood an Contractor’s activities and working  
methods and those engaged by him are at all times  
exclusively for the S gine, supervise, direct and control.  
The Contractor sh vise, direct or control the Sub-  
Contractor or any on of the Works, nor shall the  
Contractor have any

2.3 The Sub-Contractor cretion, at any time (and on one or  
more occasions), a engage any Workers to carry out  
some or all of the V the Sub-Contractor or in addition  
to the Sub-Contract

### EITHER

[The Sub-Contracto endeavours to consult with the  
Contractor beforeha ition/s or] substitution in any case  
but the Sub-Contract ed to consult the Contractor or to  
accede to any requ the Sub-Contractor not to engage  
any Worker.]

### OR

[The Sub-Contract Contractor beforehand about any

S

A

M

P

L

E

such [addition/s or] be obligated to a Contractor not to en

The Sub-Contractor where the provisio incapacity, or for a representative of th Notwithstanding the shall be entitled (ar Worker (whether or opinion they are not

2.4 The Sub-Contractor Industry Scheme Contractor.

2.5 Any obligation of th subject to the provis

2.6 The Sub-Contractor Worker employed sub-sub-contract an any other sub-sub-c

2.7 Neither party to th without the other's p

2.8 The Sub-Contractor except for the per engagement of the Works does not cre the Sub-Contractor or services. No cont

**3. TIMING**

3.1 The Sub-Contractor <<Date>> and <<I instruction to comm

3.2 The Sub-Contractor <<Number>> week timescale: <<Insert timetable,

3.3 The Contractor sha Works are practical

3.4 The Sub-Contractor of time rectify any c within 3 months fro

**4. SUB-CONTRACTOR'S O**

4.1 The Sub-Contractor in a good and work

4.2 The Sub-Contractor undertaken and, w that any Workers co

4.3 The Sub-Contractor

but the Sub-Contractor shall not by the Contractor for the Sub-

vide such a substitute or addition duly delayed by absence due to notification by a duly authorised delay occasioned is unacceptable. s Sub-Clause 2.3, the Contractor to refuse to accept any substitute Sub-Contractor) if in its reasonable requisite skills.

stered with HMRC's Construction ence of his registration to the

payment under this Agreement is Industry Scheme.

ause 2.3, engage on the Works a but the Sub-Contractor shall not r to a self-employed Worker or to ontractor's prior written consent.

gn the benefit of this Agreement

re any work or services available ions under this Agreement. The this Agreement to carry out the ns on the part of the Contractor or urther contract, engagement, work hereby be created or implied.

orks [on <<Date>>] OR [between days of the Contractor's written

urs to complete the Works [within nt] OR [according to the following ates>>.

tor in writing of the date when the

se and within a reasonable period s notified to him by the Contractor mpletion of the Works.

orks are carried out competently, n all reasonable care and skill.

e for the quality of the Works e wholly responsible for ensuring 1.

skilled and experienced Workers to

S

A

M

P

L

E

- carry out the Works
- 4.4 The Sub-Contractor shall carry out the Works in a manner that does not put the Contractor in breach of any of the terms of the Main Contract that has been brought to the Sub-Contractor's attention.
- 4.5 The Sub-Contractor shall be responsible for the supply, storage, handling, use and disposal of the goods and materials specified in Part 2 of the Schedule; and
  - 4.5.1 the goods and materials specified in Part 2 of the Schedule; and
  - 4.5.2 all other goods and materials used to complete the Works except those specified in Part 2 of the Schedule;
- and all goods and materials used to complete the Works except those specified in Part 2 of the Schedule; and
- 4.6 The Sub-Contractor shall be responsible for the supply, storage, handling, use and disposal of the tools, plant and machinery, safety equipment and protective clothing specified in Part 3 of the Schedule; and
- those items (if any) specified in Part 3 of the Schedule.
- 4.7 The Sub-Contractor shall be responsible for the removal and disposal from the site all waste created during the carrying out of the Works.
- 4.8 The Sub-Contractor shall be responsible for organizing, and entitled to the site, the Works are done, but shall liaise with the Contractor to ensure that due account is taken of the timing and impact of the timing of the Works and any other sub-contractor's activities.
- 4.9 The Sub-Contractor shall be responsible for ensuring compliance with all laws and regulations relating to the Works.
- 4.10 The Sub-Contractor shall be responsible for ensuring compliance with all reasonable regulations made by the Contractor relating to the Works.

**5. CONTRACTOR'S OBLIGATIONS**

- 5.1 The Contractor shall ensure that the Contractor has sufficient access to the site to perform the Works.
- 5.2 The Contractor shall ensure that the materials (if any) listed in Part 3 of the Schedule and all be of a satisfactory quality.
- 5.3 The Contractor shall ensure that the tools, plant and machinery, safety equipment and protective clothing specified in Part 3 of the Schedule.
- 5.4 The Contractor shall ensure that the Works are carried out in accordance with the Construction (Design and Management) Regulations 2015 and the site.

**6. LIABILITY, INDEMNITY AND WAIVER**

- 6.1 The Sub-Contractor shall be liable, and without being subject to, the limit provided by the Contractor for, and shall indemnify the Contractor against, all damages, loss, claims or proceedings in respect of person or persons where the same:
  - 6.1.1 arises out of the carrying out of the Works; and
  - 6.1.2 is due to the Contractor's statutory duty, omission or default or agents or any person for whom the Sub-Contractor is responsible.

<sup>1</sup> Clause 6.3 is optional but if it is included, the Contractor shall also be included. (These words are not to be included where 6.3 is not included.)

S

A

M

P

L

E

6.2 The Sub-Contractor shall be liable for any loss or damage to the Works, up to the limit provided by Sub-Clause 6.3] and shall indemnify the Contractor for any claims or proceedings in respect of property where such loss or damage arises out of or in consequence of the performance of the Works; and

6.2.1 arises out of or in consequence of the performance of the Works; and

6.2.2 is due to the negligence, omission or default of the Sub-Contractor or any person for whom the Sub-Contractor is responsible

6.3 [The total liability of the Sub-Contractor shall be limited to £<<sum>>.]

6.4 The Sub-Contractor shall maintain liability insurance cover for all or any part of the Works, the insurance cover to be maintained in accordance with the requirements of the Contract Documents

**7. PAYMENTS TO THE SUB-CONTRACTOR**

7.1 The price for the Works shall be as stated in the Contract Documents

7.2 Payment will be made to the Sub-Contractor in accordance with the following practical completion of the Works.

7.3 After practical completion of the Works, the Contractor shall submit an invoice to the Sub-Contractor for the first invoice, which must specify the work that has been carried out and the amount due

7.4 The Contractor shall pay the Sub-Contractor the amount due in the invoice within 14 days of receipt of the invoice

7.5 All payments made by the Contractor to the Sub-Contractor shall be expressed exclusive of any Value Added Tax charges

7.6 If the Contractor fails to pay the Sub-Contractor the amount due at the rate of 5% per annum above the base rate of the Bank of England as published in the London Gazette from the due date until the payment is made

7.7 No further payment shall be made to the Sub-Contractor above the consideration for the Works over and above the consideration for the Works over and above the consideration for the Works

**8. NON-EXCLUSIVITY, NON-EXCLUSIVITY, NON-SOLICITATION**

8.1 [Subject to clause 8.2, the Contractor acknowledges that the Contractor and any other subcontractor engaged by the Contractor which are the same as or similar to those engaged by the Contractor are the same as or similar to those engaged by the Contractor for the engagement of any other subcontractor or employee of the Contractor and the Contractor does not adversely affect the Contractor's ability to carry out the Works correctly on a timely basis]

8.2 [The Sub-Contractor shall not, in the course of carrying out the Works or

and without being subject to, the Contractor shall be liable for, any costs, liability, damages, loss, injury or damage whatsoever to any

any reason of the performance of the Works

statutory duty, omission or default of the Contractor or any person for whom the Contractor is responsible

under this Agreement shall be limited to the amount stated in the Contract Documents

professional indemnity and public liability insurance cover which is maintained by the Contractor or any person authorised by him to carry out the Works, the Contractor or any person requested provide evidence of the insurance cover to the Contractor

following practical completion of the Works

the Contractor shall submit an invoice to the Sub-Contractor which must specify the work that has been carried out and the amount due

in the invoice within 14 days of receipt of the invoice

are expressed exclusive of any Value Added Tax charges

by the due date the Contractor shall pay the Sub-Contractor the amount due at the rate of 5% per annum above the base rate of the Bank of England as published in the London Gazette from the due date until the payment is made

Contractor for the Works over and above the consideration for the Works over and above the consideration for the Works over and above the consideration for the Works

**NON-SOLICITATION**

Contractor acknowledges that the Contractor and any other subcontractor engaged by the Contractor which are the same as or similar to those engaged by the Contractor are the same as or similar to those engaged by the Contractor for the engagement of any other subcontractor or employee of the Contractor and the Contractor does not adversely affect the Contractor's ability to carry out the Works correctly on a timely basis

course of carrying out the Works or

<sup>2</sup> Sub-Clause 6.3 is optional, but if Sub-Clause 6.3 is included, the Contractor shall be liable for any costs, liability, damages, loss, injury or damage whatsoever to any

the two sets of words in square brackets should be included (Neither of those sets of words should be included).

S

A

M

P

L

E

for a period of <<ins  
Agreement, provide  
<<insert radius>>  
restriction entirely  
request from the Su

8.3 [The Sub-Contracto  
for a period of <<ins  
Agreement, solicit a  
the Sub-Contractor  
the date of termin  
Contractor has kno  
or on a per-client  
request from the Su  
prior agreement be  
sharing of the client

9. DATA PROTECTION [,] [S

9.1 In this Clause 9:

9.1.1 "Data Prote  
longer dire  
implementin  
amended fr  
legislation w

9.1.2 "GDPR" me  
Regulation;

9.1.3 "personal da  
Legislation;

9.1.4 "First Party"  
this Agreem

9.1.5 "Other Party  
parties is no

9.2 All personal data th  
held by that First P  
Legislation and the  
Party.

9.3 For complete deta  
retention of person  
which personal data  
Other Party's (and  
personal data shar  
Privacy Notice of th

9.4 For the purpose of  
to the Other Party o

9.5 [All personal data to  
Agreement shall be  
Agreement entered

9.6 <sup>3</sup>[All personal data  
Party under this Ag

ng the termination or expiry of this  
mpetitor of the Contractor [within  
[The Contractor may waive this  
basis upon receipt of a written

course of carrying out the Works or  
ng the termination or expiry of this  
ents and/or employees with which  
the <<insert time period>> prior to  
other clients of which the Sub-  
may waive this restriction entirely  
basis upon receipt of a written  
may be given if it shall violate any  
d the client in question as to the

ESSING]

1) unless and until GDPR is no  
UK, GDPR and any national  
and secondary legislation (as  
the UK and subsequently 2) any

16/679 General Data Protection

as defined in the Data Protection

stance, either one of the parties to

ar instance, whichever one of the

will be collected, processed, and  
the provisions of Data Protection  
Protection Legislation of the Other

lection, processing, storage, and  
not limited to, the purpose(s) for  
or bases for using it, details of the  
s and how to exercise them, and  
the Other Party should refer to the

Notice of a First Party is available  
Party.

Party with the Other Party under this  
with the terms of the Data Sharing  
pursuant to this Agreement.]

First Party on behalf of the Other  
used in accordance with the terms

<sup>3</sup> See the notes about Clause 9 in the info

of the Data Process to this Agreement.]

into on <<insert date>> pursuant

**10. CONFIDENTIALITY**

10.1 Except as provided party, each party shall and [for <<insert pe

authorised in writing by the other the continuance of this Agreement termination:

10.1.1 keep confide

information;

10.1.2 not disclose

tion to any other party;

10.1.3 not use any contemplate

n for any purpose other than as terms of this Agreement;

10.1.4 not make an any Confide

ny way or part with possession of

10.1.5 ensure that contractors d be a breach

officers, employees, agents, sub- which, if done by that party, would Clauses 10.1.1 to 10.1.4 above.

10.2 Either party may:

10.2.1 disclose any

to:

a) any s

of that party;

b) any g

thority or regulatory body; or

c) any afore

f that party or of any of the es or bodies;

to such exte this Agreem Works), or a the person, is confideti under claus obtain and undertaking nearly as p Confidential for which the

for the purposes contemplated by limited to, the carrying out of the ch case that party shall first inform n that the Confidential Information e disclosure is to any such body yee or officer of any such body) party a written confidentiality n. Such undertaking should be as of this clause 10, to keep the and to use it only for the purposes

10.2.2 use any Cor other person or at any tin fault of that p disclose any knowledge.

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no e or disclosure, that party must not al Information which is not public

10.3 The provisions of t their terms, notwiths

tinue in force in accordance with of this Agreement for any reason.

**11. FORCE MAJEURE**

11.1 Neither party to th performing its oblig that is beyond the Force Majeure cau service provider fa earthquakes, acts d

liable for any failure or delay in e or delay results from any cause at party ("Force Majeure"). Such limited to: power failure, internet civil unrest, fire, flood, storms, governmental action or any other

S

A

M

P

L

E

S

similar or dissimilar party in question.

that is beyond the control of the

11.2 [In the event that a hereunder as a res period>>, the other written notice at the parties shall agree completed up to the any prior contractual of this Agreement.]

t cannot perform their obligations r a continuous period of <<insert tion terminate this Agreement by he event of such termination, the sonable payment for all Works ch payment shall take into account nto in reliance on the performance

**12. TERMINATION**

A

12.1 This Agreement ma with immediate effe Party”) if:

er party (the “Terminating Party”) ce to the other party (the “Other

12.1.1 the Other Pa of this Agre remedied wi Terminating

ply with the terms and obligations e, if capable of remedy, is not en notice of such failure from the

12.1.2 the Other Pa compulsory reconstructio of the whole

y or liquidation either voluntary or poses of bona fide corporate a receiver is appointed in respect

12.2 If the Main Contract

M

12.2.1 this Agreem

atically;

12.2.2 the Contract termination;

otify the Sub-Contractor of the

12.2.3 the Sub-Con

leave the site.

12.3 [This Agreement m giving any reason f the other party.]

er party at any time and without giving 28 days’ notice in writing to

12.4 The termination of which have already

e without prejudice to any rights, parties under this Agreement.

**13. DISPUTE RESOLUTION**

P

If a dispute arises under t between the parties or by t

cannot be resolved by negotiations atives:

13.1 the parties shall gi party to refer the ma

to a request made by the other

13.2 either party may r Scheme for Constr

ndication in accordance with the (and Wales) Regulations 1998;

13.3 either party may Arbitration Act 1996 the event that the p for arbitration, eithe apply to the Preside Institute of Arbitrato any decision on rule

bitration in accordance with the as agreed between the parties. In ee on the arbitrator(s) or the rules g written notice to the other party, or the time being of the Chartered an arbitrator or arbitrators and for

E



S

**14. STATUS OF THE SUB-CONTRACTOR**

- 14.1 The Sub-Contractor shall be an independent contractor and the Contractor shall not have the status of a self-employed person.
- 14.2 The Sub-Contractor shall be responsible for its expenses and Value Added Tax.
- 14.3 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual relationship expressly provided for in this Agreement.

Contractor is that of an independent contractor and the Contractor shall not have the status of a self-employed person.

The Sub-Contractor shall be responsible for its expenses and Value Added Tax.

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other fiduciary relationship between the Parties, or any contractual relationship expressly provided for in this Agreement.

**15. MISCELLANEOUS**

- 15.1 This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and such prior agreements are hereby cancelled as from the date of this Agreement and the Parties acknowledge they have no claim against the other Party in respect of any previous agreement.
- 15.2 This Agreement may be amended or varied only by an instrument in writing signed by the duly authorised representatives of both Parties.
- 15.3 Any notice to be served by one Party on the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as the Parties shall have notified to the other in writing taking effect from the date of such notification. Clause or Agreement, and shall be deemed received 48 hours after the date of posting.
- 15.4 The headings in this Agreement are for reference purposes only and shall not be incorporated into the Agreement.
- 15.5 In this Agreement, unless otherwise requires, words in the singular shall include the plural and vice versa and a reference to a gender include any other gender and a reference to a body corporate shall include a reference to an unincorporated body.
- 15.6 The Parties do not intend that this Agreement or any part of it to be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 15.7 No failure or delay in performing any of its rights under this Agreement shall be deemed to constitute a waiver of any of those rights.
- 15.8 In the event that one or more provisions of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless be deemed severed and the remainder of this Agreement shall remain enforceable.

This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and such prior agreements are hereby cancelled as from the date of this Agreement and the Parties acknowledge they have no claim against the other Party in respect of any previous agreement.

This Agreement may be amended or varied only by an instrument in writing signed by the duly authorised representatives of both Parties.

Any notice to be served by one Party on the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as the Parties shall have notified to the other in writing taking effect from the date of such notification. Clause or Agreement, and shall be deemed received 48 hours after the date of posting.

The headings in this Agreement are for reference purposes only and shall not be incorporated into the Agreement.

In this Agreement, unless otherwise requires, words in the singular shall include the plural and vice versa and a reference to a gender include any other gender and a reference to a body corporate shall include a reference to an unincorporated body.

The Parties do not intend that this Agreement or any part of it to be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

No failure or delay in performing any of its rights under this Agreement shall be deemed to constitute a waiver of any of those rights.

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall nevertheless be deemed severed and the remainder of this Agreement shall remain enforceable.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1 This Agreement (including any dispute arising therefrom or associated with it) shall be governed by the laws of England and Wales.
- 16.2 Subject to Clause 15.8, any dispute, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters arising out of or in connection with it) shall fall within the jurisdiction of the courts of England and Wales.

This Agreement (including any dispute arising therefrom or associated with it) shall be governed by the laws of England and Wales.

Subject to Clause 15.8, any dispute, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters arising out of or in connection with it) shall fall within the jurisdiction of the courts of England and Wales.

A

M

P

L

E

**IN WITNESS WHEREOF** this Agreement  
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Contractor's

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of Sub-Contractor's

In the presence of  
<<Name & Address of Witness>>

S

A

M

P

L

E

S

Part 1 – Description of the Works

<<Insert detailed description of Works and any other relevant document, e.g. a tender>>

A

Part 2 – List of goods and materials to be supplied by Sub-Contractor

<<Insert list>>

M

Part 3 – List of goods and materials to be supplied by Contractor

<<Insert list>>

P

Part 4 – List of tools, plant and machinery to be supplied by the Contractor and protective clothing to be supplied by the Contractor

<<Insert list>>

L

E