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CONSTRUCTION AGREEMENT
(FIXED PAYMENT ON COMPLETION, WITHOUT RETENTION)

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Contractor>> a <<Country of Registration>> under number <<Company Registration Number>> 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 unless otherwise requires the following terms shall have the

'Confidential Information' means any information, whether or not confidential, that is disclosed to any party, information which is disclosed to the Contractor pursuant to or in connection with this Agreement in writing or any other medium, and which is expressly stated to be confidential

'Main Contract' means the <<Date>> between (1) <<Name of Contractor>> and <<Name of Employer>> for the carrying out of the Main Contract

'Main Contract Works' means the <<Main Contract Works>>;

'Works' means the Works set out in Part 1 of the Schedule.

2. ENGAGEMENT OF SUB-CONTRACTOR

2.1 The Contractor hereby engages the Sub-Contractor to carry out the Works in accordance with the terms of this Agreement.

2.2 It is understood and agreed that the Sub-Contractor's activities and those of the workers engaged by the Sub-Contractor shall be under the exclusive direction and control of the Contractor.

2.3 The Sub-Contractor shall be registered with HMRC's Construction Industry Scheme and shall provide evidence of his registration to the Contractor.

2.4 Any obligation of the Contractor to make payment under this Agreement is subject to the provisions of the Construction Industry Scheme.

2.5 The Sub-Contractor shall not subcontract any of the Works without the Contractor's prior written consent.

2.6 Neither party to this Agreement shall assign the benefit of this Agreement to any third party without the written consent of the other party.

2.7 The grant and acceptance of this Agreement do not create any mutual obligations between the Contractor and the Sub-Contractor (save for Retention).

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obligations on the
accept any further a
created or implied.

or the Sub-Contractor to offer or
ngoing relationship shall hereby be

3. TIMING

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

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

3.2 The Sub-Contractor
<<Number>> week
timescale:

hours to complete the Works [within
nt] **OR** [according to the following

<<Insert timetable,
dates>>.

3.3 The Contractor sha
Works are practical

tor in writing of the date when the

3.4 The Sub-Contractor
of time rectify any d
within 3 months from

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

4. SUB-CONTRACTOR'S OBLIGATIONS

4.1 The Sub-Contractor
carry out the Works
and workmanlike m

skilled and experienced workers to
e Works are carried out in a good

4.2 The Sub-Contractor
the Contractor in b
brought to the Sub-

ks in a manner that does not put
of the Main Contract that has been

4.3 The Sub-Contractor

4.3.1 the goods an

d in Part 2 of the Schedule; and

4.3.2 all other goo
for those (if a

ed to complete the Works except
e Schedule

and all goods and m

satisfactory quality.

4.4 The Sub-Contractor
equipment and pro
those items (if any)

ls, plant and machinery, safety
to carry out the Works except for
chedule.

4.5 The Sub-Contractor
carrying out of the V

site all wasted created during the

4.6 The Sub-Contractor
Works are done, an
that due account is
activities of the Con
Contractor.

inising how and in what order the
ntractor's representative to ensure
the timing of the Works upon the
b-contractors also engaged by the

4.7 The Sub-Contractor
Works.

ws and regulations relating to the

4.8 The Sub-Contractor
Contractor relating t

asonable regulations made by the

5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor sha

contractor has sufficient access to

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the site to perform t

gations under this Agreement.

5.2 The Contractor sha
the Schedule and a

materials (if any) listed in Part 3 of
all be of a satisfactory quality.

5.3 The Contractor sha
and protective cloth

and machinery, safety equipment
of the Schedule.

5.4 The Contractor sha
Regulations 2015 a

struction (Design and Management)
s and the site.

6. LIABILITY, INDEMNITY A

6.1 The Sub-Contractor
indemnify the Contr
proceedings in resp
same:

se 6.3] be liable for, and shall
liability, damages, loss, claims or
or death of any person where the

6.1.1 arises out of
Works; and

caused by the carrying out of the

6.1.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

6.2 The Sub-Contractor
indemnify the Contr
proceedings in resp
where such injury o

se 6.3] be liable for, and shall
liability, damages, loss, claims or
amage whatsoever to any property

6.2.1 arises out of
Works; and

y reason of the performance of the

6.2.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

6.3 [The total liability o
limited to £<<sum>>

der clauses 6.1 and 6.2 shall be

6.4 The Sub-Contractor
liability insurance co
all or any part of the
insurance cover to t

professional indemnity and public
one authorised by him to carry out
requested provide evidence of the

7. PAYMENTS TO THE SUB

7.1 The price for the W

7.2 Payment will be ma
Works.

lowing practical completion of the

7.3 After practical com
Contractor for the fi
carried out and the

or shall submit an invoice to the
ust specify the work that has been
d.

7.4 The Contractor sha
receipt of the invoic

d in the invoice within 14 days of

7.5 All payments made
Value Added Tax ch

are expressed exclusive of any

7.6 If the Contractor ha
shall pay the Sub-C

e by the due date the Contractor
amount due at the rate of 5% per

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annum above the b
due date until the pa

ing of Barclays Bank plc from the

7.7 No further payment
above the consider
payment will be ma
or other expenses i

Contractor for the Works over and
clause and without limitation no
in respect of any goods, materials
actor in carrying out the Works.

8. NON-COMPETITION AND

8.1 [The Sub-Contract
for a period of <<ins
Agreement, provide
<<insert radius>>
restriction entirely
request from the Su

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

8.2 [The Sub-Contract
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 S
any prior agreeme
the sharing of the c

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
r basis upon receipt of a written
er may be given if it shall violate
or and the client in question as to

9. DATA PROTECTION [,] [S

ESSING]

9.1 In this Clause 9:

9.1.1 "Data Prote
longer dire
implementin
amended fr
legislation w

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

9.1.2 "GDPR" me
Regulation;

16/679 General Data Protection

9.1.3 "personal da
Legislation;

a as defined in the Data Protection

9.1.4 "First Party"
this Agreem

stance, either one of the parties to

9.1.5 "Other Party
parties is no

ar instance, whichever one of the

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

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

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

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
ne Other Party should refer to the

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9.4 For the purpose of [insert text] to the Other Party of [insert text]

Notice of a First Party is available to the Other Party.

9.5 [All personal data to be processed in accordance with the terms of the Data Sharing Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into on <<insert date>> pursuant to this Agreement.]

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

9.6 ¹[All personal data to be processed in accordance with the terms of the Data Processing Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into on <<insert date>> pursuant to this Agreement.]

First Party on behalf of the Other Party shall be processed in accordance with the terms of the Data Processing Agreement entered into on <<insert date>> pursuant to this Agreement.]

10. CONFIDENTIALITY

10.1 Except as provided in Clause 9, each party shall keep confidential and [for <<insert period>>] the Confidential Information:

not be disclosed or otherwise made available to any person not authorised in writing by the other party for the continuance of this Agreement or for its termination:

10.1.1 keep confidential the Confidential Information;

Confidential Information;

10.1.2 not disclose the Confidential Information to any other party;

Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated in Clause 9;

Confidential Information for any purpose other than as contemplated in Clause 9;

10.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

Confidential Information in any way or part with possession of any Confidential Information;

10.1.5 ensure that any Confidential Information disclosed to contractors, subcontractors, agents, employees, officers, directors, consultants, advisers, or other personnel shall not be a breach of this Agreement.

officers, employees, agents, subcontractors, which, if done by that party, would constitute a breach of Clauses 10.1.1 to 10.1.4 above.

10.2 Either party may:

10.2.1 disclose any Confidential Information to:

to:

a) any subcontractor of that party;

of that party;

b) any governmental authority or regulatory body; or

authority or regulatory body; or

c) any other person of that party or of any of the subcontractors or bodies;

of that party or of any of the subcontractors or bodies;

to such extent as is necessary for the carrying out of this Agreement (including the carrying out of the Confidential Information Works), or as may be required by the person, to whom the Confidential Information is confidentially disclosed, under clause 9.2.1, to obtain and carry out such undertaking as is necessary as nearly as possible to keep the Confidential Information confidential for which the party is responsible.

for the purposes contemplated by Clause 9, limited to, the carrying out of the Confidential Information Works, in which case that party shall first inform the other party that the Confidential Information to be disclosed is to any such body (including any employee or officer of any such body) and shall provide that party a written confidentiality undertaking. Such undertaking should be as follows: (i) to keep the Confidential Information confidential in accordance with this clause 10, to keep the Confidential Information confidential and to use it only for the purposes contemplated by Clause 9;

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, other than as permitted in Clause 10.2.1, or at any time, without the fault of that party, to disclose any Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person, or at any time, other than as permitted in Clause 10.2.1, or at any time, without the fault of that party, to disclose any Confidential Information which is not public knowledge.

¹ See the notes about Clause 9 in the information pack.

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10.3 The provisions of their terms, notwithstanding, shall continue in force in accordance with the terms of this Agreement for any reason.

11. FORCE MAJEURE

11.1 No party to this Agreement shall be liable for any failure or delay in performing its obligations which may result from any cause that is beyond the reasonable control of the party. Such causes include, but are not limited to: power failure, strike, riot, insurrection, provider failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or any other event which is beyond the control of the party in question.

11.2 [In the event that a party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the terminating party. In the event of such termination, the parties shall agree on a reasonable payment for all Works completed up to the date of termination. Such payment shall take into account any prior payments made and entered into in reliance on the performance of this Agreement.]

12. TERMINATION

12.1 This Agreement may be terminated by either party (the "Terminating Party") with immediate effect by written notice to the other party (the "Other Party") if:

12.1.1 the Other Party fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within the period specified in written notice of such failure from the Terminating Party;

12.1.2 the Other Party is in liquidation or compulsory reconstruction or a receiver is appointed in respect of the whole or substantially the whole of its assets;

12.2 If the Main Contract is terminated, this Agreement shall terminate automatically;

12.2.1 this Agreement shall terminate automatically;

12.2.2 the Contractor shall notify the Sub-Contractor of the termination;

12.2.3 the Sub-Contractor shall leave the site.

12.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination to the other party.]

12.4 The termination of this Agreement shall be without prejudice to any rights, claims or obligations of the parties under this Agreement.

13. DISPUTE RESOLUTION

13.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:

13.1.1 the parties shall refer the dispute to a request made by the other party to a Dispute Adjudication and Arbitration;

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13.1.2 either party shall refer any dispute to arbitration in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998;

arbitration in accordance with the Arbitration Act 1996 as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s), either party may, upon giving written notice to the other, apply to the President or Deputy President for the appointment of an arbitrator in accordance with the rules that may be agreed between the Sub-Contractor and the Contractor and such prior agreements are cancelled as from the date of the award. The parties acknowledge they have no claim against the other in respect of any previous agreement.

13.1.3 either party shall refer any dispute to arbitration in accordance with the Arbitration Act 1996 as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s), either party may, upon giving written notice to the other, apply to the President or Deputy President for the appointment of an arbitrator in accordance with the rules that may be agreed between the Sub-Contractor and the Contractor and such prior agreements are cancelled as from the date of the award. The parties acknowledge they have no claim against the other in respect of any previous agreement.

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14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the parties and such prior agreements are cancelled as from the date of the award. The parties acknowledge they have no claim against the other in respect of any previous agreement.

ment between the Sub-Contractor and the Contractor and such prior agreements are cancelled as from the date of the award. The parties acknowledge they have no claim against the other in respect of any previous agreement.

14.2 Any notice to be served by one party on the other shall be sent by prepaid recorded delivery or by email 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 4 days after the date of such notification.

ties on the other shall be sent by prepaid recorded delivery or by email 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 4 days after the date of such notification.

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

reference purposes only and shall not be incorporated into the Agreement.

14.4 In this agreement, unless otherwise specified, the words shall include the plural as well as the singular, and a reference to a body corporate shall include a reference to an unincorporated association.

wise requires, words in the singular shall include the plural as well as the singular, and a reference to a body corporate shall include a reference to an unincorporated association.

14.5 The parties agree that no party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

a party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of England and Wales and any dispute concerning it or its interpretation shall be referred to and determined in that jurisdiction.

England and Wales and any dispute concerning it or its interpretation shall be referred to and determined in that jurisdiction.

IN WITNESS WHEREOF this Agreement has been signed and before written

executed the day and year first

SIGNED by

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

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

SIGNED by

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<<Name and Title of person signing
for and on behalf of <<Sub-Contractor>>

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

S

A

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Part 1 – Description of the Works

<<Insert detailed description of Works in accordance with the Contract Document, e.g. a tender>>

A

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

<<Insert list>>

M

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