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CONSTRUCTION AGREEMENT
(PAYMENT ON COMPLETION AND ON DAILY RATES, WITH

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 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 <<Main Contract Works>>;

'Works' means <<Works>> 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 prior written consent of the other party.

2.7 The grant and acceptance of this Agreement do not create any mutual

obligations on the
accept any further a
created or implied.

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

3. TIMING

3.1 The Sub-Contractor shall commence the Works [on <<Date>> and <<Date>>] and <<Number>> days of the Contractor's written instruction to commence the Works.

Works [on <<Date>>] **OR** [between <<Date>> and <<Date>>] <<Number>> days of the Contractor's written instruction to commence the Works.

3.2 The Sub-Contractor shall complete the Works [within <<Number>> weeks] <<Number>> weeks timescale:

to complete the Works [within <<Number>> weeks] <<Number>> weeks timescale: <<Number>> weeks timescale: <<Number>> weeks timescale:

<<Insert timetable, dates>>.

<<Insert timetable, dates>>.

3.3 The Contractor shall be notified in writing of the date when the Works are practical completion.

Contractor in writing of the date when the Works are practical completion.

3.4 The Sub-Contractor shall rectify any defects within 3 months from the date of completion of the Works.

use and within a reasonable period of time rectify any defects notified to him by the Contractor upon completion of the Works.

4. SUB-CONTRACTOR'S OBLIGATIONS

4.1 The Sub-Contractor shall employ skilled and experienced workers to carry out the Works and workmanlike manner.

skilled and experienced workers to carry out the Works and workmanlike manner.

4.2 The Sub-Contractor shall not be responsible for the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

Works in a manner that does not put the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

4.3 The Sub-Contractor shall be responsible for the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

Works in a manner that does not put the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

4.3.1 the goods and materials specified in Part 2 of the Schedule; and

specified in Part 2 of the Schedule; and

4.3.2 all other goods and materials for those (if any) specified in Part 2 of the Schedule.

to complete the Works except for those (if any) specified in Part 2 of the Schedule.

and all goods and materials of satisfactory quality.

satisfactory quality.

4.4 The Sub-Contractor shall provide all tools, plant and machinery, safety equipment and protective clothing for those items (if any) specified in Part 2 of the Schedule.

tools, plant and machinery, safety equipment and protective clothing to carry out the Works except for those items (if any) specified in Part 2 of the Schedule.

4.5 The Sub-Contractor shall remove from site all waste created during the carrying out of the Works.

site all waste created during the carrying out of the Works.

4.6 The Sub-Contractor shall coordinate the timing of the Works, and ensure that due account is taken of the timing of the Works upon the activities of the Contractor and other sub-contractors also engaged by the Contractor.

co-ordinating how and in what order the Works are done, and ensuring that due account is taken of the timing of the Works upon the activities of the Contractor and other sub-contractors also engaged by the Contractor.

4.7 The Sub-Contractor shall comply with all laws and regulations relating to the Works.

laws and regulations relating to the Works.

4.8 The Sub-Contractor shall comply with all reasonable regulations made by the Contractor relating to the Works.

reasonable regulations made by the Contractor relating to the Works.

5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor shall ensure that the Sub-Contractor has sufficient access to the Site for the carrying out of the Works.

Contractor has sufficient access to the Site for the carrying out of the Works.

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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-Contracto
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-Contracto
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>>

nder clauses 6.1 and 6.2 shall be

6.4 The Sub-Contracto
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 Sub-Contracto
time and at the rate

of £<<sum>> per day for his own
r other staff.

7.2 [The Sub-Contracto
and other expens
provided that such
and are evidenced b

for goods and materials provided
in connection with the Works
e prior approval of the Contractor

OR

[No further paymen
and above the cons
payment will be ma
or other expenses i

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

7.3 Payment of <<e.g.
made following prac

e to the Sub-Contractor shall be
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7.4 The remaining <<e... payable 4 months... month after any de... been rectified (the “

... to the Sub-Contractor shall be... on of the Works or (if later) one... Contractor under clause 3.4 have

7.5 After practical com... Contractor for <<e.g

... shall submit an invoice to the... The invoice must:

7.5.1 specify the v... d out; and

7.5.2 contain a br... other worker

... nt by the Sub-Contractor and any

7.6 [The invoice must a... the Sub-Contractor... pursuant to clause 7

... goods and materials provided by... s claimed by the Sub-Contractor

7.7 After the Final Payn... Contractor for the r... contain a certificate... 3.4 have been rectif

... actor shall submit an invoice to the... of the sum due. The invoice must... to the Sub-Contractor under clause

7.8 The Contractor sha... receipt of the invoic

... d in the invoices within 14 days of

7.9 All payments made... Value Added Tax ch

... are expressed exclusive of any

7.10 If the Contractor ha... shall pay the Sub-C... annum above the b... due date until the pa

... e by the due date the Contractor... amount due at the rate of 5% per... ing of Barclays Bank plc from the

8. **NON-COMPETITION AND**

8.1 [The Sub-Contracto... 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-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 S... any prior agreemen... the sharing of the cl

... 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... 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

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

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9.1.2 "GDPR" means the General Data Protection Regulation; 16/679 General Data Protection

9.1.3 "personal data" means personal data as defined in the Data Protection Legislation;

9.1.4 "First Party" means, in any instance, either one of the parties to this Agreement;

9.1.5 "Other Party" means, in any instance, whichever one of the parties is not the First Party;

9.2 All personal data that is collected, processed, and held by that First Party will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.

9.3 For complete details of the collection, processing, storage, and retention of personal data, not limited to, the purpose(s) for which personal data is collected or bases for using it, details of the Other Party's (and its subsidiaries) policies and how to exercise them, and personal data shared with third parties, the Other Party should refer to the Privacy Notice of the Other Party.

9.4 For the purpose of this Agreement, if a Notice of a First Party is available to the Other Party, the Other Party shall refer to that Notice.

9.5 [All personal data transferred to the Other Party with the Other Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the parties pursuant to this Agreement.]

9.6 ¹[All personal data transferred to the Other Party under this Agreement 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 otherwise, each party shall keep confidential and [for <<insert period>>] shall not disclose, disseminate, or otherwise make available to any third party, in writing by the other party, any information the disclosure of which would result in the termination or non-continuance of this Agreement.

10.1.1 keep confidential any information;

10.1.2 not disclose any information to any other party;

10.1.3 not use any information for any purpose other than as contemplated in this Agreement;

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

10.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors, or contractors does not constitute a breach of any of the provisions of Clauses 10.1.1 to 10.1.4 above.

10.2 Either party may:

10.2.1 disclose any information to:

a) any subsidiary or affiliate of that party;

b) any governmental authority or regulatory body; or

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

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nearly as p
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10.2.2 use any Cor
other person
or at any tim
fault of that p
disclose any
knowledge.

10.3 The provisions of t
their terms, notwiths

11. FORCE MAJEURE

11.1 No party to this Ag
their obligations wh
beyond the reasona
limited to: power fa
unrest, fire, flood,
governmental action
in question.

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 contractua
of this Agreement.]

12. TERMINATION

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

12.1.1 the Other Pa
of this Agre
remedied wi
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12.1.2 the Other Pa
compulsory
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f that party or of any of the
es or bodies;

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
oyee 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

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

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

any failure or delay in performing
ay results from any cause that is
Such causes include, but are not
vider failure, industrial action, civil
acts of terrorism, acts of war,
is beyond the control of the party

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

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

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

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

15. **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement shall be governed by the laws of England and Wales and any dispute concerning its interpretation or performance shall be adjudicated in that jurisdiction.

laws of England and Wales and any dispute concerning its interpretation or performance shall be adjudicated in that jurisdiction.

IN WITNESS WHEREOF this Agreement has been executed the day and year first 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

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

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

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Part 1 – Description of the Works

<<Insert detailed description of Works and related documents, e.g. a tender>>

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

<<Insert list>>

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

<<Insert list>>

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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>>

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