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CONSTRUCTION AGREEMENT
(FIXED SUM, INSURANCE NO 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 <<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 carried out in 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 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:

the Works [within <<Number>> weeks] <<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.

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

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

the Contractor and within a reasonable period of time rectify any defects notified to him by the Contractor within 3 months from the date of 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 carry out the 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.

the 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 store and handle the goods and materials in a satisfactory manner.

4.3.1 the goods and materials shall be stored and handled in a satisfactory manner in accordance with the requirements set out in Part 2 of the Schedule; and

the goods and materials shall be stored and handled in a satisfactory manner in accordance with the requirements set out in Part 2 of the Schedule; and

4.3.2 all other goods and materials shall be stored and handled in a satisfactory manner for those (if any) goods and materials not specified in Part 2 of the Schedule.

the Contractor shall be responsible for the completion of the Works except for those (if any) goods and materials not specified in Part 2 of the Schedule.

and all goods and materials shall be stored and handled in a satisfactory manner.

the Contractor shall be responsible for the completion of the Works except for those (if any) goods and materials not specified in Part 2 of the Schedule.

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

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

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

the Contractor shall remove and carry out of the Works site all waste created during 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 and the activities of the Contractor and other sub-contractors also engaged by the Contractor.

the Contractor shall coordinate the timing of the Works, and ensure that due account is taken of the timing of the Works and 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.

the Contractor shall comply with all 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.

the Contractor shall comply with all 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 Works site.

the Contractor shall ensure that the Sub-Contractor has sufficient access to the Works site.

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- 5.2 The Contractor sha
- 5.3 The Contractor sha
- 5.4 The Contractor sha
- 6. **LIABILITY, INDEMNITY A**
- 6.1 The Sub-Contracto
- 6.1.1 arises out of
- 6.1.2 is due to the
- 6.2 The Sub-Contracto
- 6.2.1 arises out of
- 6.2.2 is due to the
- 6.3 [The total liability o
- 6.4 The Sub-Contracto
- 7. **PAYMENTS TO THE SUB**
- 7.1 The price for the W
- 7.2 Interim payments
- 7.3 After the end of c
- 7.4 The amount invoice
- 7.5 The Contractor sha
- 7.6 All payments made

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Value Added Tax cl

7.7 If the Contractor has not paid the amount due 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 Barclays Bank plc from the due date until the payment is made.

7.8 No further payment shall be made by the Contractor for the Works over and above the consideration set out in clause 7.7 and without limitation no payment will be made by the Contractor in respect of any goods, materials or other expenses incurred by the Contractor in carrying out the Works.

8. **NON-COMPETITION AND**

8.1 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, provide any services to any competitor of the Contractor [within a radius of <<insert radius>> miles]. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

8.2 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, solicit or induce any clients and/or employees with which the Contractor has done business within the <<insert time period>> prior to the date of termination of the Works or other clients of which the Sub-Contractor has done business with the Contractor prior to the date of termination of the Works. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

9. **DATA PROTECTION [,] [SCHEDULE 1] [SCHEDULE 2] [SCHEDULE 3] [SCHEDULE 4] [SCHEDULE 5] [SCHEDULE 6] [SCHEDULE 7] [SCHEDULE 8] [SCHEDULE 9] [SCHEDULE 10] [SCHEDULE 11] [SCHEDULE 12] [SCHEDULE 13] [SCHEDULE 14] [SCHEDULE 15] [SCHEDULE 16] [SCHEDULE 17] [SCHEDULE 18] [SCHEDULE 19] [SCHEDULE 20] [SCHEDULE 21] [SCHEDULE 22] [SCHEDULE 23] [SCHEDULE 24] [SCHEDULE 25] [SCHEDULE 26] [SCHEDULE 27] [SCHEDULE 28] [SCHEDULE 29] [SCHEDULE 30] [SCHEDULE 31] [SCHEDULE 32] [SCHEDULE 33] [SCHEDULE 34] [SCHEDULE 35] [SCHEDULE 36] [SCHEDULE 37] [SCHEDULE 38] [SCHEDULE 39] [SCHEDULE 40] [SCHEDULE 41] [SCHEDULE 42] [SCHEDULE 43] [SCHEDULE 44] [SCHEDULE 45] [SCHEDULE 46] [SCHEDULE 47] [SCHEDULE 48] [SCHEDULE 49] [SCHEDULE 50] [SCHEDULE 51] [SCHEDULE 52] [SCHEDULE 53] [SCHEDULE 54] [SCHEDULE 55] [SCHEDULE 56] [SCHEDULE 57] [SCHEDULE 58] [SCHEDULE 59] [SCHEDULE 60] [SCHEDULE 61] [SCHEDULE 62] [SCHEDULE 63] [SCHEDULE 64] [SCHEDULE 65] [SCHEDULE 66] [SCHEDULE 67] [SCHEDULE 68] [SCHEDULE 69] [SCHEDULE 70] [SCHEDULE 71] [SCHEDULE 72] [SCHEDULE 73] [SCHEDULE 74] [SCHEDULE 75] [SCHEDULE 76] [SCHEDULE 77] [SCHEDULE 78] [SCHEDULE 79] [SCHEDULE 80] [SCHEDULE 81] [SCHEDULE 82] [SCHEDULE 83] [SCHEDULE 84] [SCHEDULE 85] [SCHEDULE 86] [SCHEDULE 87] [SCHEDULE 88] [SCHEDULE 89] [SCHEDULE 90] [SCHEDULE 91] [SCHEDULE 92] [SCHEDULE 93] [SCHEDULE 94] [SCHEDULE 95] [SCHEDULE 96] [SCHEDULE 97] [SCHEDULE 98] [SCHEDULE 99] [SCHEDULE 100]**

9.1 In this Clause 9:

9.1.1 "Data Protection Legislation" means the Data Protection Act 1988 (as amended) and any secondary legislation made thereunder and any national or international legislation which may be applicable to the processing of personal data;

9.1.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679 and any secondary legislation made thereunder and any national or international legislation which may be applicable to the processing of personal data;

9.1.3 "personal data" has the meaning given to it in the Data Protection Legislation;

9.1.4 "First Party" means the Contractor or the Sub-Contractor, as the case may be, in this Agreement;

9.1.5 "Other Party" means any party other than the Contractor or the Sub-Contractor, as the case may be, in this Agreement.

9.2 All personal data that is collected, processed, and stored by that First Party shall be collected, processed, and stored in accordance with the provisions of Data Protection Legislation and the provisions of this Agreement.

9.3 For complete details of the collection, processing, storage, and retention of personal data, please refer to the schedule(s) to which personal data is referred in this Agreement.

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 Barclays Bank plc from the due date until the payment is made.

No further payment shall be made by the Contractor for the Works over and above the consideration set out in clause 7.7 and without limitation no payment will be made by the Contractor in respect of any goods, materials or other expenses incurred by the Contractor in carrying out the Works.

[The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, provide any services to any competitor of the Contractor [within a radius of <<insert radius>> miles]. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

[The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, solicit or induce any clients and/or employees with which the Contractor has done business within the <<insert time period>> prior to the date of termination of the Works or other clients of which the Sub-Contractor has done business with the Contractor prior to the date of termination of the Works. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

PROCESSING]

1) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national or international legislation which may be applicable to the processing of personal data;

16/679 General Data Protection Regulation (EU) 2016/679 and any secondary legislation made thereunder and any national or international legislation which may be applicable to the processing of personal data;

as defined in the Data Protection Legislation;

in this Agreement, either one of the parties to this Agreement;

for instance, whichever one of the parties to this Agreement.

will be collected, processed, and stored in accordance with the provisions of Data Protection Legislation and the provisions of this Agreement.

collection, processing, storage, and retention of personal data, please refer to the schedule(s) to which personal data is referred in this Agreement.

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Other Party's (and personal data shared with the Other Party) in the Privacy Notice of the Other Party.

9.4 For the purpose of this Agreement, the Other Party shall be deemed to have accepted the Privacy Notice of a First Party if the Privacy Notice of a First Party is available to the Other Party at the time of the execution of this Agreement.

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

9.6 ¹[All personal data to be shared with the Other Party under this Agreement shall be shared 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 this Agreement, each party shall keep confidential and [for <<insert period>>] shall not disclose, disseminate, or otherwise make available to any third party:

10.1.1 keep confidential any Confidential Information;

10.1.2 not disclose Confidential Information to any other party;

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

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

10.1.5 ensure that any Confidential Information shared with any contractors or subcontractors shall not be a breach of this Agreement.

10.2 Either party may:

10.2.1 disclose any Confidential Information to:

a) any subcontractor of that party;

b) any governmental authority or regulatory body; or

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

provided that the disclosure is for the purposes contemplated by this Agreement (including for the purposes of the carrying out of the Works), or as required by law, and in each case that party shall first inform the other party in writing that the Confidential Information to be disclosed is to any such body (including any subcontractor or officer of any such body) and shall require that party a written confidentiality undertaking from such body. Such undertaking should be as follows: [insert text of this clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information was disclosed].

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 this clause 10, if it is at the date of this Agreement, or has become, or is likely to become, public knowledge through no fault of that party.

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

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fault of that party must not disclose any Confidential Information which is not public knowledge.

or disclosure, that party must not disclose any Confidential Information which is not public knowledge.

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

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 their obligations which may result from any cause that is beyond the reasonable control of that party, limited to: power failure, strike, civil unrest, fire, flood, epidemic, governmental action or any other cause which is beyond the control of the party in question.

any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of that party, limited to: power failure, strike, civil unrest, fire, flood, epidemic, governmental action or any other cause 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 to make reasonable payment for all Works completed up to the date of termination, which payment shall take into account any prior contractual obligations and the value of the Works into in reliance on the performance of this Agreement.]

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 to make reasonable payment for all Works completed up to the date of termination, which payment shall take into account any prior contractual obligations and the value of the Works into in reliance on the performance of this Agreement.]

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12. TERMINATION

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

either party (the "Terminating Party") with immediate effect 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 is not remedied within a reasonable period of time after written notice of such failure from the Terminating Party;

fails to comply with the terms and obligations of this Agreement and such failure is not remedied within a reasonable period of time after written notice of such failure from the Terminating Party;

12.1.2 the Other Party becomes insolvent or is subject to compulsory liquidation or reconstruction or the reconstruction of the whole or a substantial part of the business of the Other Party;

becomes insolvent or is subject to compulsory liquidation or reconstruction or the reconstruction of the whole or a substantial part of the business of the Other Party;

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

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

12.2.1 this Agreement shall terminate automatically;

this Agreement shall terminate automatically;

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

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

12.2.3 the Sub-Contractor shall leave the site.

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.]

[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 which have already accrued under this Agreement.

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

13. DISPUTE RESOLUTION

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

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

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13.1.1 the parties s
other party t

eration to a request made by the
ation;

13.1.2 either party
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1998;

djudication in accordance with the
(England and Wales) Regulations

13.1.3 either party
Arbitration A
parties. In
arbitrator(s)
written notic
President fo
the appointr
rules that ma

arbitration in accordance with the
arbitration as agreed between the
ties are unable to agree on the
on, either party may, upon giving
pply to the President or Deputy
hartered Institute of Arbitrators for
rbitrators and for any decision on

14. MISCELLANEOUS

14.1 This Agreement co
and the Contractor
between the partie
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claim against the ot

ment between the Sub-Contractor
d supersedes any prior agreement
l and such prior agreements are
parties acknowledge they have no
vious agreement.

14.2 Any notice to be se
prepaid recorded o
Agreement or to su
writing taking effect
deemed received 48

ties on the other shall be sent by
ost to the address shown in this
shall have notified to the other in
Clause or Agreement, and shall be

14.3 The headings in thi
be incorporated into

erence purposes only and shall not

14.4 In this agreement, u
include the plural a
gender, and a refer
and to an unincorpo

wise requires, words in the singular
mporting any gender include any
s a reference to a body corporate

14.5 The parties agree t
right arising solely b
to enforce any term

a party to this Agreement has no
(Rights of Third Parties) Act 1999

15. GOVERNING LAW AND J

15.1 This Agreement sha
dispute concerning
jurisdiction.

ws of England and Wales and any
n shall be adjudicated in that

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by

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

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

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SIGNED by

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

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

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Part 1 – Description of the Works

<<Insert detailed description of Works to be carried out in this document, e.g. a tender>>

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

<<Insert list>>

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