

#### THIS AGREEMENT is made the

#### **BETWEEN:**

- (1) <<Name of Contractor>> a number <<Company Re</li>
  <Registered office>> (the
- (2) <<Name of Sub-Contractor

### IT IS AGREED as follows:

### 1. **DEFINITIONS**

1.1 In this Agreement e terms shall have the

'Confidential Information'

'Main Contract'

'Main Contract mea Works'

'Works'

mea

mea

that

Agre

whet or m

mea Emp

Cont

#### 2. ENGAGEMENT OF SUB-0

- 2.1 The Contractor her accordance with the
- 2.2 It is understood an the workers engag exclusive direction a
- 2.3 The Sub-Contractor Industry Scheme Contractor.
- 2.4 Any obligation of the subject to the provise
- 2.5 The Sub-Contracto Contractor's prior w
- 2.6 Neither party to th without the other's p
- 2.7 The grant and acc

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<Country of Registration>> under whose registered office is at

"Sub-Contractor")

otherwise requires the following

arty, information which is disclosed to pursuant to or in connection with this in writing or any other medium, and is expressly stated to be confidential

<<Date>> between (1) <<Name of ractor for the carrying out of the Main

main contract works>>;

Part 1 of the Schedule.

ntractor to carry out the Works in this Agreement.

ontractor's activities and those of mes under the Sub-Contractor's

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

ayment under this Agreement is Industry Scheme.

t any of the Works without the

on the benefit of this Agreement

tment do not create any mutual

obligations on the accept any further a created or implied.

#### 3. TIMING

- 3.1 The Sub-Contracto <<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 o within 3 months fror

### 4. SUB-CONTRACTOR'S OF

- 4.1 The Sub-Contractol carry out the Works and workmanlike m
- 4.2 The Sub-Contractor the Contractor in bubrought to the Sub-
- 4.3 The Sub-Contractor
  - 4.3.1 the goods ar
  - 4.3.2 all other goo for those (if a

and all goods and n

- 4.4 The Sub-Contractor equipment and prothose items (if any)
- 4.5 The Sub-Contracto carrying out of the V
- 4.6 The Sub-Contracto Works are done, an that due account is activities of the Cor Contractor.
- 4.7 The Sub-Contracto Works.
- 4.8 The Sub-Contractor Contractor relating

# 5. CONTRACTOR'S OBLIGA

5.1 The Contractor sha













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

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

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

lates>>.

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.

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

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

in Part 2 of the Schedule; and

ed to complete the Works except

sfactory quality.

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

site all wasted created during the

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

ws and regulations relating to the

asonable regulations made by the

ontractor has sufficient access to

the site to perform t

- 5.2 The Contractor sha the Schedule and a
- 5.3 The Contractor sha and protective cloth
- 5.4 The Contractor sha Regulations 2015 a

#### 6. LIABILITY, INDEMNITY A

- 6.1 The Sub-Contractd indemnify the Contr proceedings in resp same:
  - 6.1.1 arises out of Works: and
  - 6.1.2 is due to the of the Sub-0 the Sub-Cor
- 6.2 The Sub-Contractd indemnify the Contr proceedings in resp where such injury o
  - arises out of 6.2.1 Works; and
  - 6.2.2 is due to the of the Subthe Sub-Cor
- 6.3 [The total liability d limited to £<<sum>
- 6.4 The Sub-Contractor liability insurance co all or any part of the insurance cover to t

#### 7. **PAYMENTS TO THE SUB**

- 7.1 The price for the W
- 7.2 Interim payments following completion
- 7.3 After the end of d thereafter at one me the Contractor.
- 7.4 The amount invoice The invoice must s materials used.
- 7.5 The Contractor sha receipt of the invoic
- 7.6 All payments made

ations under this Agreement.

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

and machinery, safety equipment of the Schedule.

ruction (Design and Management) and the site.

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

caused by the carrying out of the

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

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

reason of the performance of the

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

der clauses 6.1 and 6.2 shall be

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

hthly basis with a final payment nce with the provisions below.

mmencement of the Works and ntractor shall submit an invoice to

work that has been carried out. s been done and the goods and

in the invoices within 14 days of

are expressed exclusive of any









Value Added Tax cl

- 7.7 If the Contractor has shall pay the Sub-C annum above the b due date until the page of the state of the s
- 7.8 No further payment above the consider payment will be ma or other expenses in

### 8. NON-COMPETITION AND

- 8.1 [The Sub-Contracto for a period of <<ins Agreement, provide <<insert radius>> restriction entirely request from the Su
- 8.2 [The Sub-Contracto for a period of <<ins Agreement, solicit a the Sub-Contractor the date of termin Contractor has know or on a per-client request from the S any prior agreemen the sharing of the cl

# 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 the held by that First F Legislation and the Party.
- 9.3 For complete deta retention of persor which personal data



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

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

urse 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

ourse 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 Submay 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

# 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

Other Party's (and personal data shar Privacy Notice of th

- 9.4 For the purpose of to the Other Party of
- 9.5 [All personal data to Agreement shall be Agreement entered
- 9.6 <sup>1</sup>[All personal data Party under this Ag of the Data Proces to this Agreement.]

### 10. CONFIDENTIALITY

- 10.1 Except as provided party, each party sl and [for <<insert pe</p>
  - 10.1.1 keep confide
  - 10.1.2 not disclose
  - 10.1.3 not use any contemplate
  - 10.1.4 not make ar any Confider
  - 10.1.5 ensure that contractors of be a breach
- 10.2 Either party may:

10.2.1 disclose any

- a) any s
- b) any g
- c) any afore

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

10.2.2 use any Cor other persor or at any tin

<sup>1</sup> See the notes about Clause 9 in the info

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and how to exercise them, and he Other Party should refer to the

Notice of a First Party is available rty.

rty with the Other Party under this vith the terms of the Data Sharing oursuant to this Agreement.]

First Party on behalf of the Other sed in accordance with the terms into on <<insert date>> pursuant

uthorised in writing by the other ne continuance of this Agreement mination:

rmation;

tion to any other party;

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

hy way or part with possession of

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

to:

of that party;

thority or regulatory body; or

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

for the purposes contemplated by imited to, the carrying out of the ch case that party shall first inform h that the Confidential Information e disclosure is to any such body byee 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

tention)

t.



e or disclosure, that party must not I Information which is not public

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

any failure or delay in performing v 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 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") ice to the other party (the "Other

hply 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

atically;

otify the Sub-Contractor of the

leave the site.

iving 28 days' notice in writing to

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

t which cannot be resolved by appointed representatives:

tention)

her party at any time and without

7

10.3 their terms, notwiths

#### FORCE MAJEURE 11.

- 11.1 No party to this Aqu their obligations wh beyond the reasona limited to: power fail 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.]

#### **TERMINATION** 12.

- 12.1 This Agreement ma with immediate effe Party") if:
  - 12.1.1 the Other Pa of this Agre remedied wi Terminating
  - 12.1.2 the Other P compulsory reconstructio of the whole
- If the Main Contract 12.2
  - 12.2.1 this Agreem
  - 12.2.2 the Contrad termination:
  - 12.2.3 the Sub-Cor
- 12.3 [This Agreement m giving any reason f the other party.]
- 12.4 The termination of which have already

#### **DISPUTE RESOLUTION** 13.

13.1 If a dispute arise negotiations betwee

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- 13.1.1 the parties so other party to
- 13.1.2 either party Scheme for 1998:
- 13.1.3 either party Arbitration A parties. In arbitrator(s) written notio President fo the appointn rules that ma

### 14. **MISCELLANEOUS**

- 14.1 This Agreement co and the Contractor between the partie cancelled as from the claim against the ot
- 14.2 Any notice to be se prepaid recorded of Agreement or to su writing taking effect deemed received 48
- 14.3 The headings in thi be incorporated into
- 14.4 In this agreement, u include the plural a gender, and a refer and to an unincorpo
- 14.5 The parties agree t right arising solely t to enforce any term

# 15. GOVERNING LAW AND J

15.1 This Agreement sha dispute concerning jurisdiction.

**IN WITNESS WHEREOF** this Ag before written

### SIGNED by

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

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

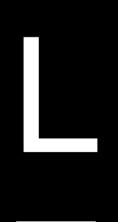
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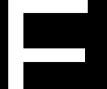












eration to a request made by the ation;

djudication in accordance with the (England and Wales) Regulations

arbitration in accordance with the rbitration 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

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

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

rence purposes only and shall not

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

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

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

executed the day and year first

SIGNED by

<<Name and Title of person signir for and on behalf of <<Sub-Contra

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



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