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CONSTRUCTION AGREEMENT
(INSTALMENT PAYMENT SCHEDULES, WITH RETENTION)

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 "Contractor")
- (2) <<Name of Sub-Contractor>> ("Sub-Contractor")

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following terms shall have the meanings otherwise requires the following

'Confidential Information' means any information, in whatever form, in which the Contractor is or may be a party, information which is disclosed to the Sub-Contractor pursuant to or in connection with this Agreement, in writing or any other medium, and which is expressly stated to be confidential or marked as such.

'Main Contract' means the contract <<Date>> between (1) <<Name of Employer>> and (2) <<Name of Contractor>> for the carrying out of the Main Contract.

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

'Works' means the 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 its employees and workers engaged by it 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 prior written consent of the Contractor.
- 2.6 Neither party to this Agreement shall be entitled to claim the benefit of this Agreement or to enforce it without the other's prior written consent.
- 2.7 The grant and acceptance of this Agreement do not create any mutual obligations between the parties.

obligations on the
accept any further a
created or implied.

or the Sub-Contractor to offer or
nuing 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:

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

<<Insert timetable,
ates>>.

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

killed 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
f 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.

nising 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

the site to perform t

gations under this Agreement.

- | | |
|-----|--|
| 5.2 | The Contractor shall comply with the Schedule and any other relevant Regulations. |
| 5.3 | The Contractor shall ensure that all workers wear appropriate protective clothing and equipment at all times. |
| 5.4 | The Contractor shall ensure that all workers are trained in accordance with the Regulations 2015 and any other relevant Regulations. |

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

and machinery, safety equipment of the Schedule.

struction (Design and Management)
s and the site.

6. LIABILITY, INDEMNITY AND RELEASE

- 6.1 The Sub-Contractor shall indemnify the Contractor for all claims, damages, costs and expenses, including reasonable attorneys' fees, in connection with any proceedings in respect of the 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 shall indemnify the Contractor for all damages, claims, costs and expenses, including reasonable attorneys' fees, in connection with any third-party proceedings in respect of which the Contractor is or may become a party, where such injury or damage is caused in whole or in part by the negligence of the Sub-Contractor.

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

- 6.2.1 arises out of Works; and

by 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
for agents or any person for whom

- 6.3 [The total liability of
limited to £<<sum>>]

der clauses 6.1 and 6.2 shall be

- 6.4 The Sub-Contractor shall maintain liability insurance covering the Sub-Contractor's liability for all or any part of the Sub-Contractor's insurance cover to the

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-Contractor shall be paid for the time and at the rate

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

- 7.2 [The Sub-Contractor shall be responsible for all costs and other expenses incurred in connection with the performance of the Contract, provided that such costs and expenses are evidenced by receipts or other documents.]

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

OR

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

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

- ### 7.3 Interim payments following completion

Monthly basis with a final payment
in accordance with the provisions below.

- 7.4 After the end of c... commencement of the Works and thereafter at one m... Contractor shall submit an invoice to the Contractor.
- 7.5 The amount invoice... the work that has been carried out. The invoice must:
- 7.5.1 specify the v... d out; and
- 7.5.2 contain a br... nt by the Sub-Contractor and any other worker
- 7.6 [The invoice must a... goods and materials provided by the Sub-Contractor pursuant to clause 7... s claimed by the Sub-Contractor
- 7.7 The Sub-Contractor... ces that in aggregate account for more than <<e.g. 9... nt due to the Sub-Contractor until the date 4 months... on of the Works or (if later) one month after any de... Contractor under clause 3.4 have been rectified (the “
- 7.8 After the Final Payn... actor shall submit an invoice to the Contractor for the... due. The invoice must contain a certificate that all de... -Contractor under clause 3.4 have been rectified.
- 7.9 The Contractor sha... d in the invoices within 14 days of receipt of the invoic
- 7.10 All payments made... are expressed exclusive of any Value Added Tax ch
- 7.11 If the Contractor ha... e by the due date the Contractor shall pay the Sub-C... amount due at the rate of 5% per annum above the b... ing of Barclays Bank plc from the due date until the p
8. **NON-COMPETITION AND**
- 8.1 [The Sub-Contractor... ourse of carrying out the Works or for a period of <<ins... ng the termination or expiry of this Agreement, provide... mpetitor of the Contractor [within <<insert radius>>... [The Contractor may waive this restriction entirely... basis upon receipt of a written request from the Su
- 8.2 [The Sub-Contractor... ourse of carrying out the Works or for a period of <<ins... ng the termination or expiry of this Agreement, solicit a... ents and/or employees with which the Sub-Contractor... the <<insert time period>> prior to the date of termin... other clients of which the Sub-Contractor has kno... may waive this restriction entirely or on a per-client... basis upon receipt of a written request from the S... er may be given if it shall violate any prior agreemer... or and the client in question as to the sharing of the cl
9. **DATA PROTECTION [,] [S... ESSING]**
- 9.1 In this Clause 9:
- 9.1.1 “Data Prote... 1) unless and until GDPR is no

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longer directly
implementing
amended from
legislation w

UK, GDPR and any national
and secondary legislation (as
the UK and subsequently 2) any

9.1.2 "GDPR" means the
Regulation;

16/679 General Data Protection

9.1.3 "personal data" means
Legislation;

as defined in the Data Protection

9.1.4 "First Party" means
this Agreement;

instance, either one of the parties to

9.1.5 "Other Party" means
parties is not

for instance, whichever one of the

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

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

9.3 For complete details of
retention of personal data
which personal data
Other Party's (and
personal data shared
Privacy Notice of the

collection, 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

9.4 For the purpose of
to the Other Party of

Notice of a First Party is available
Party.

9.5 [All personal data to
Agreement shall be
Agreement entered

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

9.6 ¹[All personal data
Party under this Agreement
of the Data Processing
to this Agreement.]

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

information;

10.1.2 not disclose

information to any other party;

10.1.3 not use any
contemplated

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

10.1.4 not make any
any Confidential

in any way or part with possession of

10.1.5 ensure that
contractors do
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:

¹ See the notes about Clause 9 in the information.

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 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
Terminating

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
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,
hes, 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
asonable 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

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

E

14.5 The parties agree that the right arising solely by virtue of this Agreement to enforce any term

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

15. **GOVERNING LAW AND JURISDICTION**

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

any dispute concerning its interpretation shall be adjudicated in that jurisdiction.

IN WITNESS WHEREOF this Agreement has been executed and signed in full 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 reference to the relevant 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