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CONSTRUCTION AGREEMENT
(FIXED SUM, INSTALMENT PAID BY CONTRACTOR, NO

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 between the Contractor and the Sub-Contractor (save as mentioned in clause 2.4).

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,
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

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
- 5.2 The Contractor sha
- 5.3 The Contractor sha
- 5.4 The Contractor sha
- 6. **LIABILITY, INDEMNITY A**
- 6.1 The Sub-Contractor
- 6.1.1 arises out of
- 6.1.2 is due to the
- 6.2 The Sub-Contractor
- 6.2.1 arises out of
- 6.2.2 is due to the
- 6.3 [The total liability o
- 6.4 The Sub-Contractor
- 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 payment notice
- 7.4.1 state the sur
- 7.4.2 set out the b
- 7.5 The Contractor sha

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7.6 If the Contractor has not received payment within 5 days after the month end, the Contractor may submit a payment application to the Client.

notice to the Sub-Contractor within 14 days of receipt of the payment application. The Contractor may submit a payment application to the Client.

7.7 The payment application shall state the sum considered to be due in respect of the work carried out during the month.

7.7.1 state the sum considered to be due in respect of the work carried out during the month.

7.7.2 set out the basis on which the sum has been calculated.

7.7.2 set out the basis on which the sum has been calculated.

7.8 The Contractor shall submit the payment application within 14 days of receipt of the payment application.

7.8 The Contractor shall submit the payment application within 14 days of receipt of the payment application.

7.9 All payments made shall be expressed exclusive of any Value Added Tax charge.

7.9 All payments made shall be expressed exclusive of any Value Added Tax charge.

7.10 If the Contractor has not received payment from the Sub-Contractor by the date of the payment application, the Contractor shall pay the Sub-Contractor interest on the amount due for the time being outstanding at the rate of 5% per annum above the base rate of the Bank of England until the payment is received.

7.10 If the Contractor has not received payment from the Sub-Contractor by the date of the payment application, the Contractor shall pay the Sub-Contractor interest on the amount due for the time being outstanding at the rate of 5% per annum above the base rate of the Bank of England until the payment is received.

7.11 No further payment shall be made by the Contractor for the Works over and above the consideration payable under clause 7.10 and without limitation in respect of any goods, materials or services supplied by the Sub-Contractor in carrying out the Works.

7.11 No further payment shall be made by the Contractor for the Works over and above the consideration payable under clause 7.10 and without limitation in respect of any goods, materials or services supplied by the Sub-Contractor in carrying out the Works.

8. **NON-COMPETITION AND SOLICITATION**

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] or solicit any business from any client of the Contractor [The Contractor may waive this restriction entirely on a per-client basis upon receipt of a written request from the Sub-Contractor].

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] or solicit any business from any client of the Contractor [The Contractor may waive this restriction entirely 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 any business from any client of the Contractor with which the Contractor has known or ought to have known business relations or on a per-client basis upon receipt of a written request from the Sub-Contractor or any prior agreement or arrangement between the Sub-Contractor and the client in question as to the sharing of the client's business.]

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 any business from any client of the Contractor with which the Contractor has known or ought to have known business relations or on a per-client basis upon receipt of a written request from the Sub-Contractor or any prior agreement or arrangement between the Sub-Contractor and the client in question as to the sharing of the client's business.]

9. **DATA PROTECTION [,] [SOLICITATION AND BUSINESS DEVELOPMENT]**

DATA PROTECTION [,] [SOLICITATION AND BUSINESS DEVELOPMENT]

9.1 In this Clause 9:

9.1.1 "Data Protection Legislation" means the Data Protection Act 1998 (as amended) and any secondary legislation made under that Act; and

9.1.1 "Data Protection Legislation" means the Data Protection Act 1998 (as amended) and any secondary legislation made under that Act; and

9.1.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679 and any secondary legislation made under that Regulation;

9.1.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679 and any secondary legislation made under that Regulation;

9.1.3 "personal data" means any information which relates to an individual who is identified or identifiable by reference to that information and any other information which is linked or linkable to that information;

9.1.3 "personal data" means any information which relates to an individual who is identified or identifiable by reference to that information and any other information which is linked or linkable to that information;

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9.1.4 "First Party"
this Agreement

instance, either one of the parties to

9.1.5 "Other Party"
parties is no

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
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
of this Agreement 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
Party for the continuance of this Agreement
termination:

10.1.1 keep confide

information;

10.1.2 not disclose

information to any other party;

10.1.3 not use any
contemplate

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

10.1.4 not make any
any Confidential

information in any way or part with possession of

10.1.5 ensure that
contractors or
be a breach

of the Other Party's officers, employees, agents, sub-
contractors, 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

information to:

a) any s

an officer of that party;

b) any g

an authority or regulatory body; or

c) any
afore

an officer of that party or of any of the
authorities or bodies;

to such extent
this Agreement

as may be necessary for the purposes contemplated by
this Agreement, limited to, the carrying out of the

¹ See the notes about Clause 9 in the info

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Works), or a
the person,
is confidential
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, notwith

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

12.1.2 the Other Pa
compulsory
reconstructio
of the whole

12.2 If the Main Contract

12.2.1 this Agreem

12.2.2 the Contract
termination;

ch case that party shall first inform
n that the Confidential Information
e disclosure is to any such body
yee 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
Party") if:

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

atically;

notify the Sub-Contractor of the

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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, provided that the other party.]

...

12.4 The termination of this Agreement shall be without prejudice to any rights, obligations and liabilities 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 the parties, then either party may refer the dispute to arbitration appointed representatives:

...

13.1.1 the parties shall refer the dispute to arbitration in accordance with the Arbitration Act (England and Wales) Regulations (England and Wales) Regulations 1998;

...

13.1.2 either party may refer the dispute to arbitration in accordance with the Arbitration Act (England and Wales) Regulations 1998;

...

13.1.3 either party may refer the dispute to arbitration as agreed between the parties. In the event that the parties are unable to agree on the appointment of an arbitrator(s), either party may, upon giving written notice to the other, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator(s) and for any decision on the rules that may apply.

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14. **MISCELLANEOUS**

14.1 This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and supersedes any prior agreement between the parties and such prior agreements are cancelled as from the date of this Agreement. The parties acknowledge they have no claim against the other party in connection with this Agreement.

...

14.2 Any notice to be sent by one party to the other shall be sent by prepaid recorded delivery to the address shown in this Agreement or to such other address as the receiving party shall have notified to the other in writing taking effect from the date of such notification. Clause or Agreement, and shall be deemed received 48 hours after the date of posting.

...

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

...

14.4 In this agreement, unless otherwise expressly stated, words in the singular shall include the plural and vice versa and a reference to a person shall include a reference to a body corporate and to an unincorporated firm or partnership.

...

14.5 The parties agree that no party to this Agreement has no liability for breach of this Agreement solely by virtue of the (Rights of Third Parties) Act 1999.

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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 or performance shall be adjudicated in that jurisdiction.

...

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IN WITNESS WHEREOF this Agreement
before written

SIGNED by

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

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

SIGNED by

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

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

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executed the day and year first

S

Part 1 – Description of the Works

<<Insert detailed description of Works and any other relevant document, e.g. a tender>>

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

<<Insert list>>

M

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

<<Insert list>>

P

Part 4 – List of tools, plant and machinery to be supplied and protective clothing to be supplied by the Contractor

<<Insert list>>

L

E