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CONSTRUCTION CONTRACT AGREEMENT  
(FIXED SUM, INSTALMENT PAYMENT, WITH RETENTION BY CONTRACTOR, 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 "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, data or other material, in any form, in which the Contractor is or may be engaged, in any way, in connection with this Agreement, whether in writing or otherwise, which is expressly stated to be confidential or which, in the circumstances, ought to be treated as confidential;

**'Main Contract'** means the contract entered into on <<Date>> between (1) <<Name of Employer>> and (2) <<Name of Contractor>> for the carrying out of the Main Contract Works;

**'Main Contract Works'** means the works specified in the <<Main Contract Works>>;

**'Works'** means the works specified 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 carried out 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 against the other 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

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  
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 the Works in accordance with the obligations under this Agreement.
- 5.2 The Contractor shall ensure that all materials (if any) listed in Part 3 of the Schedule and all materials used shall be of a satisfactory quality.
- 5.3 The Contractor shall ensure that all plant and machinery, safety equipment and protective clothing are of a satisfactory quality and of the Schedule.
- 5.4 The Contractor shall ensure that the Construction (Design and Management) Regulations 2015 are complied with on the site.
6. **LIABILITY, INDEMNITY AND INSURANCE**
- 6.1 The Sub-Contractor shall indemnify the Contractor in respect of any proceedings in respect of the same:
- 6.1.1 arises out of the performance of the Works; and
- 6.1.2 is due to the negligence, omission or default of the Sub-Contractor or any person for whom the Sub-Contractor is responsible.
- 6.2 The Sub-Contractor shall indemnify the Contractor in respect of any proceedings in respect of the same where such injury or damage is caused by the carrying out of the Works:
- 6.2.1 arises out of the performance of the Works; and
- 6.2.2 is due to the negligence, omission or default of the Sub-Contractor or any person for whom the Sub-Contractor is responsible.
- 6.3 [The total liability of the Sub-Contractor under clauses 6.1 and 6.2 shall be limited to £<<sum>>]
- 6.4 The Sub-Contractor shall maintain liability insurance cover for all or any part of the Works and shall be required to provide evidence of the insurance cover to the Contractor.
7. **PAYMENTS TO THE SUB-CONTRACTOR**
- 7.1 The price for the Works shall be payable on a monthly basis with a final payment on completion in accordance with the provisions below.
- 7.2 Interim payments shall be made on a monthly basis with a final payment on completion in accordance with the provisions below.
- 7.3 After the end of the month of commencement of the Works and thereafter at one month intervals the Contractor shall submit a payment notice to the Sub-Contractor.
- 7.4 The payment notices shall state the sum to be due to the Sub-Contractor in respect of the relevant month; and shall set out the basis on which the sum has been calculated.
- 7.5 The Contractor shall be required to pay the sum stated in the payment notice within 14 days of submitting the payment notice.



or on a per-client basis upon receipt of a written request from the client. No information may be given if it shall violate any prior agreement with the client or the client in question as to the sharing of the client information.

## 9. DATA PROTECTION [.] [S] [PROCESSING]

9.1 In this Clause 9:

9.1.1 "Data Protection Legislation" means the Data Protection Act 1998 (as amended) and any subsequent legislation in the UK, GDPR and any national and secondary legislation (as amended from time to time in the UK and subsequently 2) any other applicable data protection legislation.

9.1.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679 General Data Protection Regulation;

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

9.1.4 "First Party" means the party to this Agreement who provides the personal data;

9.1.5 "Other Party" means the party to this Agreement, whichever one of the parties is not the First Party.

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

9.3 For complete details of the collection, processing, storage, and retention of personal data, the Other Party shall not be limited to, the purpose(s) for which personal data is collected, the legal bases for using it, details of the data processing activities, and how to exercise them, and the Other Party should refer to the Privacy Notice of the Other Party.

9.4 For the purpose of this Agreement, the Privacy Notice of a First Party is available to the Other Party.

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

9.6 <sup>1</sup>[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 in writing by the other party, each party shall keep confidential and [for <<insert period>>] the information disclosed to it in the course of the continuance of this Agreement and after its termination:

10.1.1 keep confidential the information;

10.1.2 not disclose the information to any other party;

<sup>1</sup> See the notes about Clause 9 in the information memorandum.

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for any purpose other than as  
terms of this Agreement;

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any way or part with possession of

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

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to:

of that party;

Authority 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 such 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.



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any failure or delay in performing any results from any cause that is beyond the control of the party. Such causes include, but are not limited to, natural events, government order, provider failure, industrial action, civil unrest, acts of terrorism, acts of war, and any other cause that is beyond the control of the party.

it cannot perform their obligations for a continuous period of <<insert>> days, either party may terminate this Agreement by written notice. In the event of such termination, the terminating party shall make reasonable payment for all Works performed up to the date of termination. Such payment shall take into account the value of the Works performed in reliance on the performance of the other party.

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## 12. TERMINATION

- 12.1 This Agreement may be terminated by either party (the "Terminating Party") with immediate effect by giving written notice to the other party (the "Other Party") if:
- 12.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and, if capable of remedy, is not remedied within the period specified in written notice of such failure from the Terminating Party;
- 12.1.2 the Other Party has entered into or liquidation either voluntary or compulsory or has been placed into administration or a receiver is appointed in respect of the whole or substantially the whole of its assets;
- 12.2 If the Main Contract is terminated, then:
- 12.2.1 this Agreement shall terminate automatically;
- 12.2.2 the Contractor shall notify the Sub-Contractor of the termination;
- 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 by giving 28 days' notice in writing to the other party.]
- 12.4 The termination of this Agreement shall be without prejudice to any rights, claims or damages which have already accrued to either party under this Agreement.

## 13. DISPUTE RESOLUTION

- 13.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:
- 13.1.1 the parties shall agree to refer the dispute to a request made by the other party to the appointed representatives;
- 13.1.2 either party may refer the dispute to adjudication in accordance with the Scheme for Construction Adjudication (England and Wales) Regulations 1998;
- 13.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 as amended. If the parties are unable to agree on the arbitration, 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 and for any decision on the rules that may apply.

## 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. All such prior agreements are hereby cancelled as from the date of this Agreement and the parties acknowledge they have no claim against the other party in respect of any previous agreement.
- 14.2 Any notice to be served by either party on the other shall be sent by prepaid recorded delivery to the address shown in this Agreement.



- Agreement or to such other writing taking effect at the time of the execution of this Clause or Agreement, and shall be deemed received 48 hours after the date of the execution of this Clause or Agreement.
- 14.3 The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.
- 14.4 In this agreement, unless otherwise requires, words in the singular include the plural and vice versa, and gender, and a reference to a body corporate includes a reference to a body corporate and to an unincorporated association.
- 14.5 The parties agree that no right arising solely by virtue of the (Rights of Third Parties) Act 1999 shall be enforceable by any third party.
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.

**IN WITNESS WHEREOF** this Agreement has been executed before written

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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shall have notified to the other in writing taking effect at the time of the execution of this Clause or Agreement, and shall be deemed received 48 hours after the date of the execution of this Clause or Agreement.

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otherwise requires, words in the singular include the plural and vice versa, and gender, and a reference to a body corporate includes a reference to a body corporate and to an unincorporated association.

a party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 shall be enforceable by any third party.

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

executed the day and year first

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Part 1 – Description of the Works

<<Insert detailed description of Works and reference to the document, 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 and protective clothing to be supplied by the Contractor

<<Insert list>>

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