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CONSTRUCTION AGREEMENT
(INSTALMENT PAYMENT SCHEDULES DETERMINED BY
CONSTRUCTION)

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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 "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 following meanings unless otherwise requires the following

'Confidential Information' means 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 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 Works;

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

'Works' means the works <<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 Sub-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 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 the Works in accordance with the obligations under this Agreement.
- 5.2 The Contractor shall supply all materials (if any) listed in Part 3 of the Schedule and all materials shall be of a satisfactory quality.
- 5.3 The Contractor shall supply all tools, equipment and machinery, safety equipment and protective clothing as listed in Part 4 of the Schedule.
- 5.4 The Contractor shall comply with the Construction (Design and Management) Regulations 2015 and the site.
6. **LIABILITY, INDEMNITY AND INSURANCE**
- 6.1 The Sub-Contractor shall indemnify the Contractor in respect of all 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 agents or any person for whom the Sub-Contractor is responsible.
- 6.2 The Sub-Contractor shall indemnify the Contractor in respect of all 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 agents 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 Sub-Contractor shall be paid the sum of £<<sum>> per day for his own time and at the rate of £<<sum>> per day for other staff.
- 7.2 [The Sub-Contractor shall be paid for goods and materials provided for the Works in connection with the Works and other expenses provided that such expenses have the prior approval of the Contractor]
- OR**
- [No further payment shall be made to the Sub-Contractor for the Works over and above the contract sum under this clause and without limitation no payment will be made in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.]
- 7.3 Interim payments shall be made to the Sub-Contractor on a monthly basis with a final payment on completion of the Works in accordance with the provisions below.

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

9.1 In this Clause 9:

9.1.1 "Data Protection Legislation" means (1) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national implementing legislation (as amended from time to time in the UK and subsequently 2) any legislation which relates to the processing of personal data;

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

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

9.1.4 "First Party" means, in any instance, either one of the parties to this Agreement;

9.1.5 "Other Party" means, in any instance, whichever one of the parties is not the First Party;

9.2 All personal data that is collected, processed, and held by that First Party shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.

9.3 For complete details of the collection, processing, storage, and retention of personal data, which are not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the Other Party's (and its subsidiaries) policies and how to exercise them, and personal data shared with third parties, the Other Party should refer to the Privacy Notice of the Other Party.

9.4 For the purpose of this Agreement, if a First Party Notice of a First Party is available to the Other Party, it shall be deemed to be a First Party.

9.5 [All personal data to be processed by the First Party with the Other Party under this Agreement shall be subject to the terms of the Data Sharing Agreement entered into between the parties pursuant to this Agreement.]

9.6 ¹[All personal data to be processed by the First Party on behalf of the Other Party under this Agreement shall be subject to 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 maintain the confidentiality of the information and [for <<insert period>>] after the termination or expiration of this Agreement:

10.1.1 keep confidential the information;

10.1.2 not disclose the information to any other party;

10.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;

10.1.4 not make any disclosure in any way or part with possession of any Confidential Information.

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

10.1.5 ensure that contractors do not 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:

10.2.1 disclose any

to:

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

of that party;

Authority or regulatory body; or

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

to such extent as may be necessary to carry out this Agreement (including the development of the Works), or a person acting on behalf of the person, is confidential information. The information is confidential under clause 1.2 of the Confidentiality Agreement, obtain and use the information for the purpose of undertaking the Works, and the information is as nearly as possible the same as the information disclosed in the Confidentiality Agreement, and the information is for which the

for the purposes contemplated by limited to, the carrying out of the such case that party shall first inform that the Confidential Information the disclosure is to any such body (employee or officer of any such body) to the party a written confidentiality undertaking. Such undertaking should be as required by this clause 10, to keep the Confidential Information confidential and to use it only for the purposes

10.2.2 use any Confidential Information or other person's Confidential Information or at any time, in connection with the fault of that person, to disclose any Confidential Information or other knowledge.

any purpose, or disclose it to any
it is at the date of this Agreement,
mes, public knowledge through no
e or disclosure, that party must not
al Information which is not public

10.3 The provisions of the Agreement shall prevail over their terms, notwithstanding any conflict.

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

11. FORCE MAJEURE

11.1 No party to this Agreement shall be liable for its obligations when the performance of such obligations is prevented or delayed beyond the reasonable control of such party, limited to: power failure, war, civil unrest, fire, flood, epidemic, pandemic, governmental action or other force majeure, when in question.

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.

11.2 [In the event that a period>>, the other written notice at the parties shall agree completed up to the any prior contractual of this Agreement.]

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.

12. TERMINATION

12.1 This Agreement may be terminated by either Party with immediate effect upon written notice to the other Party") if:

er party (the “Terminating Party”)
ice to the other party (the “Other

- 12.1.1 the Other Party shall comply with the terms and obligations of this Agreement, if capable of remedy, is not remedied within 14 days of written notice of such failure from the Terminating Party;
- 12.1.2 the Other Party shall, in the event of insolvency or liquidation either voluntary or compulsory or in the event of the winding up or reconstruction of the whole or substantially the whole of the business of the Contractor, appoint a receiver in respect of the whole or substantially the whole of the business of the Contractor;
- 12.2 If the Main Contract is terminated, then this Agreement shall terminate automatically;
- 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 the 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 agreed between the parties. In the event that the parties are unable to agree on the 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 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 shall supersede any prior agreement between the parties and such prior agreements are hereby cancelled as from the date of this Agreement and the parties acknowledge they have no claim against the other in respect of any previous agreement.
- 14.2 Any notice to be sent by either party to the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as the 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 the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a person includes a reference to a body corporate and to an unincorporated association.

14.5 The parties agree that no party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

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 the day and year first 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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Part 1 – Description of the Works

<<Insert detailed description of Works and any other 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>>

P

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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