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CONSTRUCTION
(INSTALMENT PAYMENT
CONTRACT)

AGREEMENT
RATES DETERMINED BY
(RETENTION)

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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
- (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 the <<Main Contract Works>>;

'Works' means the Works set out 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 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 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 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 shall
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 go
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 shall

Contractor has sufficient access to

S

the site to perform t

gations under this Agreement.

5.2 The Contractor sha
the Schedule and a

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

5.3 The Contractor sha
and protective cloth

and machinery, safety equipment
of the Schedule.

5.4 The Contractor sha
Regulations 2015 a

struction (Design and Management)
s and the site.

6. **LIABILITY, INDEMNITY A**

6.1 The Sub-Contracto
indemnify the Contr
proceedings in resp
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-Contracto
indemnify the Contr
proceedings in resp
where such injury o

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

6.2.1 arises out of
Works; and

y 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
or agents or any person for whom

6.3 [The total liability o
limited to £<<sum>>

nder clauses 6.1 and 6.2 shall be

6.4 The Sub-Contracto
liability insurance co
all or any part of the
insurance cover to t

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-Contracto
time and at the rate

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

7.2 [The Sub-Contracto
and other expens
provided that such
and are evidenced b

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

OR

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

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

7.3 Interim payments
following completion

monthly basis with a final payment
ance with the provisions below.

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7.4 After the end of c
thereafter at one
Contractor with a b
other workers [and
Contractor and all c
clause 7.2] (the “Mo

mmencement of the Works and
Sub-Contractor shall provide the
ent by the Sub-Contractor and any
d materials provided by the Sub-
by the Sub-Contractor pursuant to

7.5 Following receipt o
payment notice to th

on the Contractor shall submit a

7.6 The payment notice

7.6.1 state the sur
in respect of

rs to be due to the Sub-Contractor
he relevant month;

7.6.2 set out the b

as been calculated.

7.7 The Contractor sha
days of submitting t

d in the payment notice within 14

7.8 If the Contractor ha
5 days after the mo
application to the C

notice to the Sub-Contractor within
Contractor may submit a payment

7.9 The payment applic

7.9.1 state the su
work carried

considers to be due in respect of
month;

7.9.2 set out the b

as been calculated.

7.10 The Contractor sha
14 days of receipt o

in the payment application within

7.11 Neither party shall
aggregate account
Sub-Contractor until
or (if later) one mo
clause 3.4 have bee

s or payment applications that in
>% of the total amount due to the
practical completion of the Works
ified to the Sub-Contractor under
ayment Date”).

7.12 After the Final Payr
the Sub-Contractor

r shall submit a payment notice to
sums due.

7.13 If the Contractor ha
within 5 days after t
payment application
payment application
Sub-Contractor und

ment notice to the Sub-Contractor
the Sub-Contractor may submit a
e remainder of the sums due. The
ate that all defects notified to the
rectified.

7.14 The Contractor sha
case may be, paym
notice or receiving t

in the payment notice or, as the
4 days of submitting the payment

7.15 All payments made
Value Added Tax ch

are expressed exclusive of any

7.16 If the Contractor ha
Contractor by the
interest on the amo
for the time being o
received.

o full of any sum due to the Sub-
or shall pay the Sub-Contractor
% per annum above the base rate
the due date until the payment is

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8. NON-COMPETITION AND

8.1 [The Sub-Contractor for a period of <<ins Agreement, provide <<insert radius>> restriction entirely request from the Su

course of carrying out the Works or ing the termination or expiry of this mpetitor of the Contractor [within [The Contractor may waive this basis upon receipt of a written

8.2 [The Sub-Contractor 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 agreemer the sharing of the cl

course of carrying out the Works or ing the termination or expiry of this ents and/or employees with which the <<insert time period>> prior to other clients of which the Sub- may waive this restriction entirely r basis upon receipt of a written er may be given if it shall violate or and the client in question as to

9. DATA PROTECTION [,] [S PROCESSING]

9.1 In this Clause 9:

1) unless and until GDPR is no UK, GDPR and any national and secondary legislation (as the UK and subsequently 2) any

9.1.1 "Data Prote longer dire implementin amended fr legislation w

9.1.2 "GDPR" me Regulation;

16/679 General Data Protection

9.1.3 "personal da Legislation;

as defined in the Data Protection

9.1.4 "First Party" this Agreem

stance, either one of the parties to

9.1.5 "Other Party parties is no

ar instance, whichever one of the

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

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

9.3 For complete deta retention of person which personal data Other Party's (and personal data shar Privacy Notice of th

lection, 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 he Other Party should refer to the

9.4 For the purpose of to the Other Party o

Notice of a First Party is available arty.

9.5 [All personal data to Agreement shall be Agreement entered

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

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

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

10. **CONFIDENTIALITY**

10.1 Except as provided
party, each party sh
and [for <<insert pe

authorised in writing by the other
the continuance of this Agreement
mination:

10.1.1 keep confide

information;

10.1.2 not disclose

tion to any other party;

10.1.3 not use any
contemplate

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

10.1.4 not make an
any Confide

ny way or part with possession of

10.1.5 ensure that
contractors o
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

of that party;

b) any g

thority or regulatory body; or

c) any
afore

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

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

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

10.2.2 use any Cor
other person
or at any tin
fault of that p
disclose any
knowledge.

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

10.3 The provisions of t
their terms, notwiths

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

11. **FORCE MAJEURE**

11.1 No party to this Ag
their obligations wh

any failure or delay in performing
ay results from any cause that is

¹ See the notes about Clause 9 in the info

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beyond the reasonable limits: power failure, strike, labour unrest, fire, flood, governmental action or other cause in question.

Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or other cause which is beyond the control of the party.

11.2 [In the event that a party fails to perform its obligations hereunder as a result of a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the terminating party. The parties shall agree on a reasonable payment for all Works completed up to the date of termination. Any payment shall take into account any prior contractual obligations of this Agreement.]

Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or other cause which is beyond the control of the party. If a party cannot perform their obligations under a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the terminating party. In the event of such termination, the terminating party shall pay a reasonable payment for all Works completed up to the date of termination. Such payment shall take into account any prior contractual obligations into in reliance on the performance of this Agreement.]

12. TERMINATION

12.1 This Agreement may be terminated by either party with immediate effect (the "Terminating Party") if:

the other party (the "Terminating Party") gives written notice to the other party (the "Other Party") if:

12.1.1 the Other Party fails to comply with the terms and obligations of this Agreement and such failure is not remedied within a reasonable period of time after written notice of such failure from the Terminating Party;

the other party fails to comply with the terms and obligations of this Agreement and such failure is not remedied within a reasonable period of time after written notice of such failure from the Terminating Party;

12.1.2 the Other Party is in liquidation or liquidation either voluntary or compulsory or is the subject of a reconstruction or reconstruction of the whole or part of the business;

the other party is in liquidation or liquidation either voluntary or compulsory or is the subject of a reconstruction or reconstruction of the whole or part of the business;

12.2 If the Main Contract is terminated:

12.2.1 this Agreement shall terminate automatically;

the other party shall terminate automatically;

12.2.2 the Contractor shall notify the Sub-Contractor of the termination;

the Contractor shall notify the Sub-Contractor of the termination;

12.2.3 the Sub-Contractor shall leave the site.

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 to the other party.]

the other party at any time and without 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 obligations of the parties which have already accrued.

the termination of this Agreement shall be without prejudice to any rights, claims or obligations 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 appointed representatives:

the parties shall refer the dispute to the appointed representatives:

13.1.1 the parties shall refer the dispute to the appointed representatives;

the parties shall refer the dispute to the appointed representatives;

13.1.2 either party may refer the dispute to the Adjudication Scheme for Construction Disputes (England and Wales) Regulations 1998;

either party may refer the dispute to the Adjudication Scheme for Construction Disputes (England and Wales) Regulations 1998;

13.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996. If the parties are unable to agree on the arbitrator(s), either party may, upon giving

either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996. If the parties are unable to agree on the arbitrator(s), either party may, upon giving

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written notice to the President or Deputy President for the appointment of arbitrators and for any decision on rules that may apply to the President or Deputy President or Chartered Institute of Arbitrators for arbitrators and for any decision on

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14. MISCELLANEOUS

- 14.1 This Agreement constitutes the entire 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 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 post to the address shown in this Agreement or to such other address as the parties 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.
- 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.

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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.

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IN WITNESS WHEREOF this Agreement has been 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 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 by the Contractor and protective clothing to be supplied by the Contractor

<<Insert list>>

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