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LONGER FORM CONS
(INSTALMENT PAYMENT

RACTOR AGREEMENT
ATES, 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
- (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 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 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 prior written consent of the other party.

2.7 The grant and acceptance of this Agreement do not create any mutual

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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

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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. **VARIATIONS**

6.1 If the Contractor wi
notify the Sub-Cont

to the Works the Contractor shall

6.2 The Sub-Contracto
Contractor.

asonable variations notified by the

6.3 The Sub-Contracto
out in clause 10.1 a
to compensate the
the variations.

g out the variations at the rates set
ditional sum (if any) as is required
osses or expenses incurred due to

7. **LIABILITY, INDEMNITY A**

7.1 The Sub-Contracto
indemnify the Contr
proceedings in resp
same:

se 7.3] be liable for, and shall
liability, damages, loss, claims or
or death of any person where the

7.1.1 arises out of
Works; and

caused by the carrying out of the

7.1.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

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

se 7.3] be liable for, and shall
liability, damages, loss, claims or
amage whatsoever to any property

7.2.1 arises out of
Works; and

y reason of the performance of the

7.2.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

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

nder clauses 7.1 and 7.2 shall be

7.4 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

8. **EXTENSIONS OF TIME**

8.1 If completion of the
Sub-Contractor, the
the Contractor shall

asons beyond the control of the
otify the Contractor in writing and
so, give an appropriate extension

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of time.

9. **DAMAGES FOR LATE CO**

9.1 If the Works are not completed by the later timescale as set out in clause 3.2 or to such later timescale as set out in clause 8.1, the Sub-Contractor shall pay or allow to be paid by the Contractor such amount as is sufficient to compensate the Contractor for the loss or expense incurred by the Contractor.

10. **PAYMENTS TO THE SUB**

10.1 The Sub-Contractor shall be paid of £<<sum>> per day for his own time and at the rate of £<<sum>> per day for other staff.

10.2 [The Sub-Contractor shall be paid for goods and materials provided and other expenses incurred in connection with the Works provided that such expenses have been approved in prior approval of the Contractor and are evidenced by receipts.]

OR

[No further payment shall be made to the Sub-Contractor for the Works over and above the contract price under this clause and without limitation no payment will be made to the Sub-Contractor in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.]

10.3 Interim payments shall be made on a monthly basis with a final payment following completion of the Works in accordance with the provisions below.

10.4 After the end of the period of commencement of the Works and thereafter at one month intervals the Contractor shall submit an invoice to the Contractor.

10.5 The amount invoiced shall be for the work that has been carried out. The invoice must:

10.5.1 specify the value of the work carried out; and

10.5.2 contain a breakdown of the amount payable by the Sub-Contractor and any other workers employed by the Sub-Contractor.

10.6 [The invoice must also include the value of goods and materials provided by the Sub-Contractor and any other workers employed by the Sub-Contractor as claimed by the Sub-Contractor pursuant to clause 10.2.]

10.7 The Sub-Contractor shall not be entitled to payment more than <<e.g. 90 days>> after the date 4 months after any defect has been rectified (the "Final Payment Date").

10.8 After the Final Payment Date the Sub-Contractor shall submit an invoice to the Contractor for the amount due. The invoice must contain a certificate that all defects have been rectified.

10.9 The Contractor shall pay the amount due in the invoices within 14 days of receipt of the invoice.

10.10 All payments made shall be net of Value Added Tax charged by the Contractor.

10.11 If the Contractor has not received payment by the due date the Contractor shall be entitled to suspend the Works.

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shall pay the Sub-Contractor an amount above the balance due date until the payment

amount due at the rate of 5% per annum from the date of Barclays Bank plc from the

11. NON-COMPETITION AND

11.1 [The Sub-Contractor shall not, for a period of <<insert time period>> after the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>> miles of the Contractor's premises]. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

course of carrying out the Works or during the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>> miles of the Contractor's premises]. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

11.2 [The Sub-Contractor shall not, for a period of <<insert time period>> after the termination or expiry of this Agreement, solicit and/or employ any persons or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Works. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

course of carrying out the Works or during the termination or expiry of this Agreement, solicit and/or employ any persons or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Works. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

12. DATA PROTECTION [.,] [SOLICITING]

12.1 In this Clause 12:

ESSING]

12.1.1 "Data Protection Legislation" means the Data Protection Act 1998 (as amended from time to time) and any secondary legislation which may be made thereunder;

1) unless and until GDPR is not applicable in the UK, GDPR and any national and secondary legislation (as amended from time to time) in the UK and subsequently 2) any

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

16/679 General Data Protection

12.1.3 "personal data" has the meaning given in the Data Protection Legislation;

as defined in the Data Protection

12.1.4 "First Party" means the Contractor under this Agreement;

instance, either one of the parties to

12.1.5 "Other Party" means any party other than the Contractor or the First Party.

for instance, whichever one of the

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

will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the Privacy Notice of the Other Party.

12.3 For complete details of the collection, processing, storage, and retention of personal data, the Contractor shall refer to the Privacy Notice of the Other Party's (and any other party to whom personal data is shared) Privacy Notice of the Other Party.

collection, processing, storage, and retention of personal data, the Contractor shall refer to the Privacy Notice of the Other Party's (and any other party to whom personal data is shared) Privacy Notice of the Other Party.

12.4 For the purpose of this Agreement, the Contractor shall refer to the Privacy Notice of a First Party is available to the Other Party.

Notice of a First Party is available to the Other Party.

12.5 [All personal data transferred to the Other Party under this

party with the Other Party under this

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Agreement shall be
Agreement entered

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

12.6 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

13. **CONFIDENTIALITY**

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

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

13.1.1 keep confide

Information;

13.1.2 not disclose

Information to any other party;

13.1.3 not use any
contemplate

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

13.1.4 not make an
any Confide

Information in any way or part with possession of

13.1.5 ensure that
contractors o
be a breach

Information by its officers, employees, agents, sub-
contractors, which, if done by that party, would
constitute a breach of Clauses 13.1.1 to 13.1.4 above.

13.2 Either party may:

13.2.1 disclose any

Information to:

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

- (a) any such person or body as may be authorised in writing by the other party;
- (b) any government authority or regulatory body; or
- (c) any person or body of that party or of any of the parties 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
this Agreement, limited to, the carrying out of the
works (in each case that party shall first inform
the other party in writing that the Confidential Information
disclosure is to any such body (employee or officer of any such body)
and to the other party a written confidentiality
undertaking. Such undertaking should be as
required by clause 13, to keep the
Confidential Information and to use it only for the purposes

13.2.2 use any Cor
other person
or at any tir
fault of that p
disclose any
knowledge.

Confidential Information for any purpose, or disclose it to any
person or body other than those specified in clause 13.2.1, if it is at the date of this Agreement,
or has become, or is likely to become, public knowledge through no
fault of that party or disclosure, that party must not
disclose Confidential Information which is not public
knowledge.

13.3 The provisions of t
their terms, notwiths

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

¹ See the notes about Clause 9 in the info

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14. FORCE MAJEURE

14.1 No party to this Agreement shall be liable for its failure to perform its obligations under this Agreement where such failure is caused by any failure or delay in performing their obligations which is beyond the reasonable control of the party in question, limited to: power failure, civil unrest, fire, flood, governmental action or any other event which is beyond the control of the party in question.

any failure or delay in performing their obligations which is beyond the reasonable control of the party in question, limited to: power failure, civil unrest, fire, flood, governmental action or any other event which is beyond the control of the party in question.

14.2 [In the event that a party cannot perform its obligations under this Agreement for a continuous period of <<insert period>>, the other party shall terminate this Agreement by written notice at the option of the party giving notice. In the event of such termination, the party giving notice shall be liable for 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.]

14.2 [In the event that a party cannot perform its obligations under this Agreement for a continuous period of <<insert period>>, the other party shall terminate this Agreement by written notice at the option of the party giving notice. In the event of such termination, the party giving notice shall be liable for 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.]

15. TERMINATION

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

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

15.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and such failure has not been remedied within the period specified in the notice given by the Terminating Party;

15.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and such failure has not been remedied within the period specified in the notice given by the Terminating Party;

15.1.2 the Other Party has become insolvent or is in the process of compulsory liquidation or reconstruction or the reconstruction of the whole or a substantial part of the business of the Other Party;

15.1.2 the Other Party has become insolvent or is in the process of compulsory liquidation or reconstruction or the reconstruction of the whole or a substantial part of the business of the Other Party;

15.2 If the Main Contract is terminated, this Agreement shall terminate automatically;

15.2.1 this Agreement shall terminate automatically;

15.2.2 the Contractor has failed to complete the Works within the time specified in the Contract or has failed to commence the Works within the time specified in the Contract;

15.2.2 the Contractor has failed to complete the Works within the time specified in the Contract or has failed to commence the Works within the time specified in the Contract;

15.2.3 the Sub-Contractor has failed to complete the Works within the time specified in the Sub-Contract or has failed to commence the Works within the time specified in the Sub-Contract;

15.2.3 the Sub-Contractor has failed to complete the Works within the time specified in the Sub-Contract or has failed to commence the Works within the time specified in the Sub-Contract;

15.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination to the other party.]

15.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination to the other party.]

15.4 The termination of this Agreement shall not affect any rights or obligations which have already accrued to either party under this Agreement.

15.4 The termination of this Agreement shall not affect any rights or obligations which have already accrued to either party under this Agreement.

16. DISPUTE RESOLUTION

16.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:

16.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:

16.1.1 the parties shall refer the dispute to a request made by the other party to the arbitration;

16.1.1 the parties shall refer the dispute to a request made by the other party to the arbitration;

16.1.2 either party may refer the dispute to arbitration in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998;

16.1.2 either party may refer the dispute to arbitration in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998;

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16.1.3 either party
Arbitration A
parties. In
arbitrator(s)
written notice
President for
the appointm
rules that ma

arbitration in accordance with the
arbitration as agreed between the
ties are unable to agree on the
on, either party may, upon giving
apply to the President or Deputy
Chartered Institute of Arbitrators for
arbitrators and for any decision on

17. MISCELLANEOUS

17.1 This Agreement co
and the Contractor
between the partie
cancelled as from th
claim against the ot

ment between the Sub-Contractor
and supersedes any prior agreement
and such prior agreements are
parties acknowledge they have no
previous agreement.

17.2 Any notice to be se
prepaid recorded o
Agreement or to su
writing taking effect
deemed received 48

ties on the other shall be sent by
post to the address shown in this
shall have notified to the other in
Clause or Agreement, and shall be

17.3 The headings in thi
be incorporated into

reference purposes only and shall not

17.4 In this agreement, u
include the plural a
gender, and a refer
and to an unincorp

wise requires, words in the singular
reporting any gender include any
as a reference to a body corporate

17.5 The parties agree t
right arising solely b
to enforce any term

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

18. GOVERNING LAW AND J

18.1 This Agreement sha
dispute concerning
jurisdiction.

ws of England and Wales and any
n shall be adjudicated in that

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by

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

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

SIGNED by

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

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

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A

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Part 1 – Description of the Works

<<Insert detailed description of Works to be carried out in this 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>>

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