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LONGER FORM CONS  
(INSTALMENT PAYMEN  
CONT

RACTOR AGREEMENT  
ATES DETERMINED BY  
TION)

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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 <<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 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  
existing 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,  
dates>>.

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  
completion 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  
the 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

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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.

reasonable 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  
additional sum (if any) as is required  
losses 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 writing 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 consideration set out in this clause and without limitation 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 on completion in accordance with the provisions below.

10.4 After the end of each month commencing from the commencement of the Works and thereafter at one month intervals the Sub-Contractor shall provide the Contractor with a bill of materials for the month by the Sub-Contractor and any other workers [and any other staff] and materials provided by the Sub-Contractor and all other expenses incurred by the Sub-Contractor pursuant to clause 10.2] (the "Monthly Bill of Materials")

10.5 Following receipt of the Monthly Bill of Materials the Contractor shall submit a payment notice to the Sub-Contractor.

10.6 The payment notice shall state the sum of money due to the Sub-Contractor in respect of the relevant month;

10.6.1 state the sum of money due to the Sub-Contractor in respect of the relevant month;

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

10.7 The Contractor shall submit the payment notice in the payment notice within 14 days of submitting the Monthly Bill of Materials to the Contractor.

10.8 If the Contractor has submitted a payment notice to the Sub-Contractor within 14 days of the Contractor's receipt of the Monthly Bill of Materials the Contractor may submit a payment application to the Sub-Contractor.

10.9 The payment application shall state the sum of money due to the Sub-Contractor in respect of the relevant month;

10.9.1 state the sum of money due to the Sub-Contractor in respect of the relevant month;

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

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

10.11 Neither party shall be bound to accept or pay any bills or payment applications that in

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12.1.4 "First Party"  
this Agreement

instance, either one of the parties to

12.1.5 "Other Party"  
parties is no

for instance, whichever one of the

12.2 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

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

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

12.4 For the purpose of  
to the Other Party o

Notice of a First Party is available  
Party.

12.5 [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.]

12.6 <sup>1</sup>[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  
termination:

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

in any way or part with possession of

13.1.5 ensure that  
contractors o  
be a breach

officers, employees, agents, sub-  
which, if done by that party, would  
breaches 13.1.1 to 13.1.4 above.

13.2 Either party may:

13.2.1 disclose any

information to:

a) any s

information of that party;

b) any g

information to a regulatory authority or regulatory body; or

c) any  
afore

information of that party or of any of the  
regulatory authorities or bodies;

to such exte  
this Agreem

information for the purposes contemplated by  
limited to, the carrying out of the

<sup>1</sup> 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

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

13.3 The provisions of th  
terms, notwithstand

**14. FORCE MAJEURE**

14.1 No party to this Ag  
their obligations wh  
beyond the reasona  
limited to: power fa  
unrest, fire, flood,  
governmental action  
in question.

14.2 [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.]

**15. TERMINATION**

15.1 This Agreement ma  
with immediate effe  
Party") if:

15.1.1 the Other Pa  
of this Agre  
remedied wi  
Terminating

15.1.2 the Other Pa  
compulsory  
reconstructio  
of the whole

15.2 If the Main Contract

15.2.1 this Agreem

15.2.2 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 13, 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

ue in force in accordance with their  
s 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")  
nce to the other party (the "Other  
Party")

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;

otify the Sub-Contractor of the





**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

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