RACTOR AGREEMENT ATES DETERMINED BY ITION)

LONGER FORM CONS

CONT

(INSTALMENT PAYMEN

THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Contractor>> a number <<Company Re <<Registered office>> (the

(2) <<Name of Sub-Contractor

IT IS AGREED as follows:

1. **DEFINITIONS**

1.1 In this Agreement e terms shall have the

'Confidential Information'

meal that Agre

whet or m

'Main Contract'

mea Emp Cont

'Main Contract Works'

meal

'Works' mea

2. **ENGAGEMENT OF SUB-**

- 2.1 The Contractor her accordance with the
- 2.2 It is understood an the workers engag exclusive direction a
- 2.3 The Sub-Contractor Industry Scheme Contractor.
- 2.4 Any obligation of the subject to the provis
- 2.5 The Sub-Contracto Contractor's prior w
- 2.6 Neither party to th without the other's
- 2.7 The grant and acc

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<Country of Registration>> under whose registered office is at

"Sub-Contractor")

otherwise requires the following

arty, information which is disclosed to pursuant to or in connection with this in writing or any other medium, and h is expressly stated to be confidential

<<Date>> between (1) <<Name of ractor for the carrying out of the Main

main contract works>>;

Part 1 of the Schedule.

ntractor to carry out the Works in this Agreement.

ontractor's activities and those of mes under the Sub-Contractor's

stered with HMRC's Construction ence of his registration to the

payment under this Agreement is Industry Scheme.

t any of the Works without the

n the benefit of this Agreement

tment do not create any mutual



obligations on the accept any further a created or implied.

3. TIMING

- 3.1 The Sub-Contracto <<Date>> and <<I instruction to comm
- 3.2 The Sub-Contractor <<Number>> week timescale:
 - << Insert timetable,
- 3.3 The Contractor sha Works are practical
- 3.4 The Sub-Contractor of time rectify any of within 3 months from

4. SUB-CONTRACTOR'S OF

- 4.1 The Sub-Contractor carry out the Works and workmanlike m
- 4.2 The Sub-Contractor the Contractor in brought to the Sub-
- 4.3 The Sub-Contractor
 - 4.3.1 the goods ar
 - 4.3.2 all other god for those (if a

and all goods and n

- 4.4 The Sub-Contractor equipment and protections those items (if any)
- 4.5 The Sub-Contracto carrying out of the V
- 4.6 The Sub-Contracto Works are done, an that due account is activities of the Cor Contractor.
- The Sub-Contractor
 Works.
- 4.8 The Sub-Contractor Contractor relating t

5. **CONTRACTOR'S OBLIGA**

5.1 The Contractor sha

or the Sub-Contractor to offer or inuing relationship shall hereby be

orks [on <<Date>>] **OR** [between days of the Contractor's written

urs to complete the Works [within nt] **OR** [according to the following

lates>>.

tor in writing of the date when the

se and within a reasonable period s notified to him by the Contractor mpletion of the Works.

killed and experienced workers to e Works are carried out in a good

ks in a manner that does not put the Main Contract that has been

in Part 2 of the Schedule; and

ed to complete the Works except

Schedule

sfactory quality.

ls, plant and machinery, safety to carry out the Works except for edule.

site all wasted created during the

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

ws and regulations relating to the

asonable regulations made by the

ontractor has sufficient access to

the site to perform t

- 5.2 The Contractor sha the Schedule and a
- 5.3 The Contractor sha and protective cloth
- 5.4 The Contractor sha Regulations 2015 a

6. VARIATIONS

- 6.1 If the Contractor wi notify the Sub-Cont
- 6.2 The Sub-Contracto Contractor.
- 6.3 The Sub-Contractor out in clause 10.1 a to compensate the the variations.

7. LIABILITY, INDEMNITY A

- 7.1 The Sub-Contracto indemnify the Contr proceedings in resp same:
 - 7.1.1 arises out of Works; and
 - 7.1.2 is due to the of the Sub-Cor
- 7.2 The Sub-Contractor indemnify the Contractor proceedings in response where such injury o
 - 7.2.1 arises out of Works; and
 - 7.2.2 is due to the of the Sub-Corthe Sub-Corthe
- 7.3 [The total liability of limited to £<<sum>;
- 7.4 The Sub-Contractor liability insurance of all or any part of the insurance cover to the superior of the su

8. **EXTENSIONS OF TIME**

8.1 If completion of the Sub-Contractor, the the Contractor shall ations under this Agreement.

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

and machinery, safety equipment of the Schedule.

ruction (Design and Management) s and the site.

to the Works the Contractor shall

sonable variations notified by the

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

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

caused by the carrying out of the

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

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

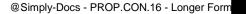
reason of the performance of the

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

der clauses 7.1 and 7.2 shall be

professional indemnity and public one authorised by him to carry out requested provide evidence of the

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



of time.

9. DAMAGES FOR LATE CO

9.1 If the Works are not later timescale as shall pay or allov compensate the Cd Contractor.

10. PAYMENTS TO THE SUB

- 10.1 The Sub-Contractor time and at the rate
- 10.2 The Sub-Contracto and other expens provided that such and are evidenced

OR

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

- Interim payments 10.3 following completion
- 10.4 After the end of of thereafter at one Contractor with a bi other workers [and Contractor and all clause 10.2] (the "M
- 10.5 Following receipt d payment notice to the
- 10.6 The payment notice
 - 10.6.1 state the sur in respect of
 - 10.6.2 set out the b
- 10.7 The Contractor sha days of submitting t
- If the Contractor ha 10.8 5 days after the mo application to the C
- 10.9 The payment applic
 - 10.9.1 state the su work carried
 - 10.9.2 set out the b
- 10.10 The Contractor sha 14 days of receipt o
- 10.11 Neither party shall

ale set out in clause 3.2 or to such er clause 8.1. the Sub-Contractor uch amount as is sufficient to loss or expense incurred by the

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

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

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

hthly basis with a final payment nce with the provisions below.

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

on the Contractor shall submit a

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

as been calculated.

in the payment notice within 14

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

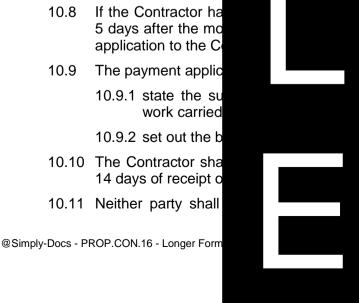
onsiders to be due in respect of honth:

as been calculated.

in the payment application within

or payment applications that in

Rates, Payment on Notice)



aggregate account Sub-Contractor unti or (if later) one mo clause 3.4 have bee

- 10.12 After the Final Payr the Sub-Contractor
- 10.13 If the Contractor ha within 5 days after payment application payment application Sub-Contractor und
- 10.14 The Contractor sha case may be, payn notice or receiving t
- 10.15 All payments made Value Added Tax ch
- 10.16 If the Contractor has Contractor by the interest on the amo for the time being of received.

11. NON-COMPETITION AND

- 11.1 [The Sub-Contracto for a period of <<ins Agreement, provide <<insert radius>> restriction entirely request from the Su
- 11.2 [The Sub-Contractor for a period of <<ins Agreement, solicit athe Sub-Contractor the date of termin Contractor has known or on a per-client request from the Sany prior agreement the sharing of the cl

12. DATA PROTECTION [,] [S

- 12.1 In this Clause 12:
 - 12.1.1 "Data Prote longer dire implementin amended fregislation was noted."
 - 12.1.2 "GDPR" me Regulation;
 - 12.1.3 "personal da Legislation;

>% of the total amount due to the practical completion of the Works tified to the Sub-Contractor under vment Date").

r shall submit a payment notice to sums due.

nent 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.

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

are expressed exclusive of any

full of any sum due to the Subor shall pay the Sub-Contractor 6 per annum above the base rate the due date until the payment is

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

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

ESSING1

- 1) unless and until GDPR is no UK, GDPR and any national and secondary legislation (as to UK and subsequently 2) any
- 16/679 General Data Protection
- as defined in the Data Protection

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- 12.1.4 "First Party" this Agreem
- 12.1.5 "Other Party parties is no
- 12.2 All personal data th held by that First F Legislation and the Partv.
- 12.3 For complete deta retention of persor which personal data Other Party's (and personal data shari Privacy Notice of th
- 12.4 For the purpose of to the Other Party d
- 12.5 [All personal data to Agreement shall be Agreement entered
- 12.6 ¹[All personal data Party under this Ad of the Data Proces to this Agreement.]

CONFIDENTIALITY 13.

- 13.1 Except as provided party, each party sl and [for <<insert pe
 - 13.1.1 keep confide
 - 13.1.2 not disclose
 - 13.1.3 not use any contemplate
 - 13.1.4 not make ar any Confide
 - 13.1.5 ensure that contractors of be a breach
- 13.2 Either party may:
 - 13.2.1 disclose any
 - a) any s
 - b) any g
 - c) anv afore

to such exte this Agreem

¹ See the notes about Clause 9 in the info

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stance, either one of the parties to

ar instance, whichever one of the

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

lection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the and how to exercise them, and he Other Party should refer to the

Notice of a First Party is available

rtv with the Other Partv under this vith the terms of the Data Sharing oursuant to this Agreement.]

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

uthorised in writing by the other he continuance of this Agreement mination:

rmation:

tion to any other party;

n for any purpose other than as rms of this Agreement:

by way or part with possession of

officers, employees, agents, subwhich, if done by that party, would es 13.1.1 to 13.1.4 above.

to:

of that party;

hority or regulatory body; or

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

for the purposes contemplated by imited to, the carrying out of the

Works), or a the person, is confidenti under clause obtain and undertaking nearly as p Confidential for which the

13.2.2 use any Cor other persor or at any tin fault of that p disclose any knowledge.

13.3 The provisions of th terms, notwithstand

14. FORCE MAJEURE

- 14.1 No party to this Agi their obligations who beyond the reasona limited to: power fai unrest, fire, flood, governmental action in question.
- 14.2 [In the event that a hereunder as a resperiod>>, 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 effet Party") if:
 - 15.1.1 the Other Pa of this Agre remedied wi Terminating
 - 15.1.2 the Other Pa compulsory reconstruction of the whole
- 15.2 If the Main Contract
 - 15.2.1 this Agreem
 - 15.2.2 the Contractermination:

ch case that party shall first inform not that the Confidential Information e disclosure is to any such body byee or officer of any such body party a written confidentiality not not 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 or disclosure, that party must not all Information which is not public

le in force in accordance with their Agreement for any reason.

any failure or delay in performing by 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 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") ice to the other party (the "Other

nply 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

15.2.3 the Sub-Cor

15.3 [This Agreement m giving any reason f the other party.]

15.4 The termination of which have already

16. **DISPUTE RESOLUTION**

16.1 If a dispute arises negotiations between

> 16.1.1 the parties s other party t

16.1.2 either party Scheme for 1998;

16.1.3 either party
Arbitration A
parties. In
arbitrator(s)
written notic
President fo
the appointn
rules that ma

17. MISCELLANEOUS

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

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

17.3 The headings in this be incorporated into

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

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

18. **GOVERNING LAW AND J**

18.1 This Agreement sha dispute concerning jurisdiction. leave the site.

ner party at any time and without iving 28 days' notice in writing to

e without prejudice to any rights, parties under this Agreement.

t which cannot be resolved by appointed representatives:

eration to a request made by the ation:

djudication in accordance with the (England and Wales) Regulations

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

nent between the Sub-Contractor supersedes any prior agreement I and such prior agreements are parties acknowledge they have no rious agreement.

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

rence purposes only and shall not

ise requires, words in the singular nporting any gender include any s a reference to a body corporate

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

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



IN WITNESS WHEREOF this Ag before written

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-Contra

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

executed the day and year first

Part 1 – Description of the Works

<< Insert detailed description of Wo

ocument, e.g. a tender>>

Part 2 – List of goods and materia

<<Insert list>>

<u>ub-Contractor</u>

Part 3 - List of goods and materia

<<Insert list>>

contractor

Part 4 – List of tools, plant and r supplied by the Contractor

<<Insert list>>

nent and protective clothing to be

