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CONSTRUCTION AGREEMENT
(FIXED PAYMENT ON WORKS, NO 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 (2) <<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 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
continuing relationship shall hereby be

3. TIMING

3.1 The Sub-Contractor
<<Date>> and <<[
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

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 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.

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 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. LIABILITY, INDEMNITY A

6.1 The Sub-Contractor
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-Contractor
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-Contractor
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 price for the W

7.2 Payment will be ma
Works.

llowing practical completion of the

7.3 After practical com
Contractor for the fi
carried out and the

or shall submit an invoice to the
ust specify the work that has been
d.

7.4 The Contractor sha
receipt of the invoic

d in the invoice within 14 days of

7.5 All payments made
Value Added Tax ch

are expressed exclusive of any

7.6 If the Contractor ha
shall pay the Sub-C

e by the due date the Contractor
amount due at the rate of 5% per

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annum above the b
due date until the pa

ing of Barclays Bank plc from the

7.7 No further payment
above the consider
payment will be ma
or other expenses i

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

8. NON-COMPETITION AND

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

course 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

8.2 [The Sub-Contracto
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 agreemen
the sharing of the cl

course 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 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

ESSING]

9.1 In this Clause 9:

9.1.1 "Data Prote
from time to
and privacy
EU law ve
2016/679), a
and Northe
(Withdrawal
made there
Regulations

s all applicable legislation in force
dom applicable to data protection
d to, the UK GDPR (the retained
Data Protection Regulation ((EU
y of England and Wales, Scotland,
section 3 of the European Union
Protection Act 2018 (and regulations
and Electronic Communications

9.1.2 "personal da
Legislation;

a as defined in the Data Protection

9.1.3 "First Party"
this Agreem

stance, either one of the parties to

9.1.4 "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.

e 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

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
ne Other Party should refer to the

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disclose any
knowledge.

al Information which is not public

10.3 The provisions of t
their terms, notwith

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

11. FORCE MAJEURE

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

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

11.2 [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.]

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

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12. TERMINATION

12.1 This Agreement ma
with immediate effe
Party”) if:

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

12.1.1 the Other Pa
of this Agre
remedied w
Terminating

ply with the terms and obligations
e, if capable of remedy, is not
en notice of such failure from the

12.1.2 the Other Pa
compulsory
reconstruction
of the whole

y or liquidation either voluntary or
oses of bona fide corporate
a receiver is appointed in respect

12.2 If the Main Contract

12.2.1 this Agreem

atically;

12.2.2 the Contract
termination;

otify the Sub-Contractor of the

12.2.3 the Sub-Con

leave the site.

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

her party at any time and without
giving 28 days’ notice in writing to

12.4 The termination of
which have already

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

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13. DISPUTE RESOLUTION

13.1 If a dispute arises
negotiations between

t which cannot be resolved by
appointed representatives:

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13.1.1 the parties s
other party t

eration to a request made by the
ation;

13.1.2 either party
Scheme for
1998;

djudication in accordance with the
(England and Wales) Regulations

13.1.3 either party
Arbitration A
parties. In
arbitrator(s)
written notic
President fo
the appointr
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
pply to the President or Deputy
hartered Institute of Arbitrators for
arbitrators and for any decision on

14. MISCELLANEOUS

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

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

14.2 Any notice to be se
prepaid recorded o
Agreement or to su
writing taking effect
deemed received 4

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

14.3 The headings in thi
be incorporated into

erence purposes only and shall not

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

wise requires, words in the singular
mporting any gender include any
s a reference to a body corporate

14.5 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

15. GOVERNING LAW AND J

15.1 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>>

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SIGNED by

<<Name and Title of person signing
for and on behalf of <<Sub-Contractor>>

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

S

A

M

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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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