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CONSTRUCTION AGREEMENT
(PAYMENT ON COMPLETION OF WORK DAILY RATES, 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 the terms shall have the meaning otherwise requires the following

'Confidential Information' means information which is disclosed to the Contractor or any other 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 or marked as such.

'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
existing relationship shall hereby be

3. TIMING

3.1 The Sub-Contractor shall commence the Works [on <<Date>>] OR [between <<Date>> and <<Date>>] in accordance with the instruction to commence the Works.

Works [on <<Date>>] OR [between <<Date>> and <<Date>>] in accordance with the instruction to commence the Works.

3.2 The Sub-Contractor shall complete the Works [within <<Number>> weeks] OR [according to the following timescale:
<<Insert timetable, including start and finish dates>>].

shall complete the Works [within <<Number>> weeks] OR [according to the following timescale:
<<Insert timetable, including start and finish dates>>].

3.3 The Contractor shall be notified in writing of the date when the Works are practical completion.

shall be notified in writing of the date when the Works are practical completion.

3.4 The Sub-Contractor shall rectify any defects notified to him by the Contractor within 3 months from the date of completion of the Works.

shall rectify any defects notified to him by the Contractor within 3 months from the date of completion of the Works.

4. SUB-CONTRACTOR'S OBLIGATIONS

4.1 The Sub-Contractor shall employ skilled and experienced workers to carry out the Works and workmanlike manner.

shall employ skilled and experienced workers to carry out the Works and workmanlike manner.

4.2 The Sub-Contractor shall carry out the Works in a manner that does not put the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

shall carry out the Works in a manner that does not put the Contractor in breach of the Main Contract that has been brought to the Sub-Contractor's attention.

4.3 The Sub-Contractor shall store, handle, use, transport, dispose of and dispose of the goods and materials in accordance with the following:

4.3.1 the goods and materials specified in Part 2 of the Schedule; and

specified in Part 2 of the Schedule; and

4.3.2 all other goods and materials for those (if any) specified in the Schedule and all goods and materials of satisfactory quality.

shall be used to complete the Works except for those (if any) specified in the Schedule and all goods and materials of satisfactory quality.

4.4 The Sub-Contractor shall provide, maintain, protect, store, handle, use, transport, dispose of and dispose of the tools, plant and machinery, safety equipment and protective clothing for those items (if any) specified in the Schedule.

shall provide, maintain, protect, store, handle, use, transport, dispose of and dispose of the tools, plant and machinery, safety equipment and protective clothing for those items (if any) specified in the Schedule.

4.5 The Sub-Contractor shall remove from site all waste created during the carrying out of the Works.

shall remove from site all waste created during the carrying out of the Works.

4.6 The Sub-Contractor shall coordinate the Works and ensure that due account is taken of the timing of the Works upon the activities of the Contractor and other sub-contractors also engaged by the Contractor.

shall coordinate the Works and ensure that due account is taken of the timing of the Works upon the activities of the Contractor and other sub-contractors also engaged by the Contractor.

4.7 The Sub-Contractor shall comply with laws and regulations relating to the Works.

shall comply with laws and regulations relating to the Works.

4.8 The Sub-Contractor shall comply with reasonable regulations made by the Contractor relating to the Works.

shall comply with reasonable regulations made by the Contractor relating to the Works.

5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor shall ensure that the Sub-Contractor has sufficient access to the site to carry out the Works.

shall ensure that the Sub-Contractor has sufficient access to the site to carry out the Works.

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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 Sub-Contractor
time and at the rate

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

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

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

OR

[No further payment
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 Payment will be ma
Works.

Following practical completion of the

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7.4 After practical completion the Contractor shall submit an invoice to the Contractor. The invoice shall

the Contractor shall submit an invoice to the Contractor. The invoice shall

7.4.1 specify the value of the work done out; and

the Contractor shall submit an invoice to the Contractor. The invoice shall

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

the Contractor shall submit an invoice to the Contractor. The invoice shall

7.5 [The invoice must also state the value of the goods and materials provided by the Sub-Contractor and the amount claimed by the Sub-Contractor pursuant to clause 7.4.2.]

the Contractor shall submit an invoice to the Contractor. The invoice shall

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

the Contractor shall submit an invoice to the Contractor. The invoice shall

7.7 All payments made by the Contractor are expressed exclusive of any Value Added Tax charged.

the Contractor shall submit an invoice to the Contractor. The invoice shall

7.8 If the Contractor has not paid the amount due by the due date the Contractor shall pay the Sub-Contractor interest at the rate of 5% per annum above the base rate of Barclays Bank plc from the due date until the payment is received.

the Contractor shall submit an invoice to the Contractor. The invoice shall

8. NON-COMPETITION AND RESTRICTIONS ON EMPLOYMENT

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

the Contractor shall submit an invoice to the Contractor. The invoice shall

8.2 [The Sub-Contractor shall not, for a period of <<insert period>> after the termination or expiry of this Agreement, solicit or employ any persons and/or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination or expiry of this Agreement. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.] No waiver may be given if it shall violate any prior agreement between the Contractor and the client in question as to the sharing of the client's confidential information.]

the Contractor shall submit an invoice to the Contractor. The invoice shall

9. DATA PROTECTION [.] [SCHEDULE 1] [SCHEDULE 2] [SCHEDULE 3] [SCHEDULE 4] [SCHEDULE 5] [SCHEDULE 6] [SCHEDULE 7] [SCHEDULE 8] [SCHEDULE 9] [SCHEDULE 10] [SCHEDULE 11] [SCHEDULE 12] [SCHEDULE 13] [SCHEDULE 14] [SCHEDULE 15] [SCHEDULE 16] [SCHEDULE 17] [SCHEDULE 18] [SCHEDULE 19] [SCHEDULE 20] [SCHEDULE 21] [SCHEDULE 22] [SCHEDULE 23] [SCHEDULE 24] [SCHEDULE 25] [SCHEDULE 26] [SCHEDULE 27] [SCHEDULE 28] [SCHEDULE 29] [SCHEDULE 30] [SCHEDULE 31] [SCHEDULE 32] [SCHEDULE 33] [SCHEDULE 34] [SCHEDULE 35] [SCHEDULE 36] [SCHEDULE 37] [SCHEDULE 38] [SCHEDULE 39] [SCHEDULE 40] [SCHEDULE 41] [SCHEDULE 42] [SCHEDULE 43] [SCHEDULE 44] [SCHEDULE 45] [SCHEDULE 46] [SCHEDULE 47] [SCHEDULE 48] [SCHEDULE 49] [SCHEDULE 50] [SCHEDULE 51] [SCHEDULE 52] [SCHEDULE 53] [SCHEDULE 54] [SCHEDULE 55] [SCHEDULE 56] [SCHEDULE 57] [SCHEDULE 58] [SCHEDULE 59] [SCHEDULE 60] [SCHEDULE 61] [SCHEDULE 62] [SCHEDULE 63] [SCHEDULE 64] [SCHEDULE 65] [SCHEDULE 66] [SCHEDULE 67] [SCHEDULE 68] [SCHEDULE 69] [SCHEDULE 70] [SCHEDULE 71] [SCHEDULE 72] [SCHEDULE 73] [SCHEDULE 74] [SCHEDULE 75] [SCHEDULE 76] [SCHEDULE 77] [SCHEDULE 78] [SCHEDULE 79] [SCHEDULE 80] [SCHEDULE 81] [SCHEDULE 82] [SCHEDULE 83] [SCHEDULE 84] [SCHEDULE 85] [SCHEDULE 86] [SCHEDULE 87] [SCHEDULE 88] [SCHEDULE 89] [SCHEDULE 90] [SCHEDULE 91] [SCHEDULE 92] [SCHEDULE 93] [SCHEDULE 94] [SCHEDULE 95] [SCHEDULE 96] [SCHEDULE 97] [SCHEDULE 98] [SCHEDULE 99] [SCHEDULE 100]

9. DATA PROTECTION [.] [SCHEDULE 1] [SCHEDULE 2] [SCHEDULE 3] [SCHEDULE 4] [SCHEDULE 5] [SCHEDULE 6] [SCHEDULE 7] [SCHEDULE 8] [SCHEDULE 9] [SCHEDULE 10] [SCHEDULE 11] [SCHEDULE 12] [SCHEDULE 13] [SCHEDULE 14] [SCHEDULE 15] [SCHEDULE 16] [SCHEDULE 17] [SCHEDULE 18] [SCHEDULE 19] [SCHEDULE 20] [SCHEDULE 21] [SCHEDULE 22] [SCHEDULE 23] [SCHEDULE 24] [SCHEDULE 25] [SCHEDULE 26] [SCHEDULE 27] [SCHEDULE 28] [SCHEDULE 29] [SCHEDULE 30] [SCHEDULE 31] [SCHEDULE 32] [SCHEDULE 33] [SCHEDULE 34] [SCHEDULE 35] [SCHEDULE 36] [SCHEDULE 37] [SCHEDULE 38] [SCHEDULE 39] [SCHEDULE 40] [SCHEDULE 41] [SCHEDULE 42] [SCHEDULE 43] [SCHEDULE 44] [SCHEDULE 45] [SCHEDULE 46] [SCHEDULE 47] [SCHEDULE 48] [SCHEDULE 49] [SCHEDULE 50] [SCHEDULE 51] [SCHEDULE 52] [SCHEDULE 53] [SCHEDULE 54] [SCHEDULE 55] [SCHEDULE 56] [SCHEDULE 57] [SCHEDULE 58] [SCHEDULE 59] [SCHEDULE 60] [SCHEDULE 61] [SCHEDULE 62] [SCHEDULE 63] [SCHEDULE 64] [SCHEDULE 65] [SCHEDULE 66] [SCHEDULE 67] [SCHEDULE 68] [SCHEDULE 69] [SCHEDULE 70] [SCHEDULE 71] [SCHEDULE 72] [SCHEDULE 73] [SCHEDULE 74] [SCHEDULE 75] [SCHEDULE 76] [SCHEDULE 77] [SCHEDULE 78] [SCHEDULE 79] [SCHEDULE 80] [SCHEDULE 81] [SCHEDULE 82] [SCHEDULE 83] [SCHEDULE 84] [SCHEDULE 85] [SCHEDULE 86] [SCHEDULE 87] [SCHEDULE 88] [SCHEDULE 89] [SCHEDULE 90] [SCHEDULE 91] [SCHEDULE 92] [SCHEDULE 93] [SCHEDULE 94] [SCHEDULE 95] [SCHEDULE 96] [SCHEDULE 97] [SCHEDULE 98] [SCHEDULE 99] [SCHEDULE 100]

9.1 In this Clause 9:

the Contractor shall submit an invoice to the Contractor. The invoice shall

9.1.1 "Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy, including but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and any other legislation in force in England and Wales, Scotland, Northern Ireland or Gibraltar, and any regulations made thereunder and any amendments thereto and any other Regulations made thereunder and any amendments thereto;

the Contractor shall submit an invoice to the Contractor. The invoice shall

9.1.2 "personal data" means data as defined in the Data Protection Legislation;

the Contractor shall submit an invoice to the Contractor. The invoice shall

9.1.3 "First Party" means the Contractor or the Sub-Contractor, in either case, either one of the parties to this Agreement.

the Contractor shall submit an invoice to the Contractor. The invoice shall

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9.1.4 "Other Party
parties is no

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

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

9.4 For the purpose of
to the Other Party o

9.5 [All personal data to
Agreement shall be
Agreement entered

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

10. CONFIDENTIALITY

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

10.1.1 keep confide

10.1.2 not disclose

10.1.3 not use any
contemplate

10.1.4 not make an
any Confide

10.1.5 ensure that
contractors o
be a breach

10.2 Either party may:

10.2.1 disclose any

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

to such exte
this Agreem
Works), or a
the person,
is confidenti

ar instance, whichever one of the

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

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
the Other Party should refer to the

Notice of a First Party is available
arty.

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

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

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

rmation;

tion to any other party;

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

ny way or part with possession of

officers, employees, agents, sub-
which, if done by that party, would
Clauses 10.1.1 to 10.1.4 above.

to:

of that party;

thority or regulatory body; or

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

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

¹ See the notes about Clause 9 in the info

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under clause
obtain and
undertaking
nearly as p
Confidential
for which the

byee 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 tim
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

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
reasonable payment for all Works
ch payment shall take into account
nto in reliance on the performance

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") if:

12.1.1 the Other Pa
of this Agre
remedied wi
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
reconstructio
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;

notify the Sub-Contractor of the

12.2.3 the Sub-Con

leave the site.

12.3 [This Agreement m

her party at any time and without

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giving any reason for the termination of the other party.]

giving 28 days' notice in writing to

12.4 The termination of the Agreement which have already

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

13. DISPUTE RESOLUTION

13.1 If a dispute arises between the parties which cannot be resolved by negotiations between

the parties which cannot be resolved by negotiations between appointed representatives:

13.1.1 the parties shall agree in writing to refer the dispute to a request made by the other party to

the other party to refer the dispute to a request made by the other party to

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

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

13.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 as amended. In the event that the parties are unable to agree on the name of the arbitrator(s), either party may, upon giving written notice to the other party, apply to the President for the appointment of an arbitrator in accordance with the rules that may be agreed between the parties.

either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 as amended. In the event that the parties are unable to agree on the name of the arbitrator(s), either party may, upon giving written notice to the other party, apply to the President for the appointment of an arbitrator in accordance with the rules that may be agreed between the parties.

14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the Contractor and the Sub-Contractor and such prior agreements are hereby cancelled as from the date of this Agreement. The Contractor shall not claim against the other party for any loss or damage.

This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and such prior agreements are hereby cancelled as from the date of this Agreement. The Sub-Contractor shall not claim against the other party for any loss or damage.

14.2 Any notice to be served by one party on the other shall be sent by prepaid recorded delivery or by email and such prior agreements are hereby cancelled as from the date of this Agreement. The Contractor shall not claim against the other party for any loss or damage.

Any notice to be served by one party on the other shall be sent by prepaid recorded delivery or by email and such prior agreements are hereby cancelled as from the date of this Agreement. The Sub-Contractor shall not claim against the other party for any loss or damage.

14.3 The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.

The headings in this Agreement shall be for reference purposes only and shall not be incorporated into the Agreement.

14.4 In this agreement, unless otherwise requires, words in the singular shall include the plural and a reference to a gender shall include any reference to a body corporate and to an unincorporated association.

In this agreement, unless otherwise requires, words in the singular shall include the plural and a reference to a gender shall include any reference to a body corporate and to an unincorporated association.

14.5 The parties agree that the Contractor shall not be liable for any loss or damage arising solely by reason of the Contractor's failure to enforce any term of the Agreement.

The parties agree that the Sub-Contractor shall not be liable for any loss or damage arising solely by reason of the Sub-Contractor's failure to enforce any term of the Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed by the law of England and Wales and any dispute concerning the Agreement shall be adjudicated in that jurisdiction.

This Agreement shall be governed by the law of England and Wales and any dispute concerning the Agreement shall be adjudicated in that jurisdiction.

IN WITNESS WHEREOF this Agreement

has been executed the day and year first

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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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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>>

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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>>

L

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