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CONSTRUCTION AGREEMENT
(FIXED SUM, INSTANT PAYMENT WITH 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 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 <<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

obligations on the
accept any further a
created or implied.

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

3. TIMING

3.1 The Sub-Contractor
<<Date>> and <<[
instruction to comm

orks [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
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 Interim payments v
following completion

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

7.3 After the end of c
thereafter at one m
the Contractor.

ommencement of the Works and
Contractor shall submit an invoice to

7.4 The amount invoice
The invoice must s
materials used.

e work that has been carried out.
s been done and the goods and

7.5 The Sub-Contractor
more than <<e.g. 9
completion of the W
Sub-Contractor unc

ces that in aggregate account for
the date 4 months after practical
nth after any defects notified to the
en rectified (the "Final Payment

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Date”).

7.6 After the Final Payment, the Contractor shall submit an invoice to the Contractor for the amount of the price. The invoice must contain a certificate of completion. If clauses 3.4 have been rectified

Contractor shall submit an invoice to the Contractor for the amount of the price. The invoice must contain a certificate of completion. If clauses 3.4 have been rectified

7.7 The Contractor shall submit the invoice in the invoices within 14 days of receipt of the invoice

Contractor shall submit the invoice in the invoices within 14 days of receipt of the invoice

7.8 All payments made by the Contractor shall be expressed exclusive of any Value Added Tax charges

All payments made by the Contractor shall be expressed exclusive of any Value Added Tax charges

7.9 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

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

7.10 No further payment shall be made by the Contractor for the Works over and above the consideration in clause 7.10 and without limitation no payment will be made in respect of any goods, materials or other expenses incurred by the Contractor in carrying out the Works.

No further payment shall be made by the Contractor for the Works over and above the consideration in clause 7.10 and without limitation no payment will be made in respect of any goods, materials or other expenses incurred by the Contractor in carrying out the Works.

8. NON-COMPETITION AND SOLICITATION

8.1 [The Sub-Contractor shall not, for a period of <<insert period>> following 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 Sub-Contractor shall not, for a period of <<insert period>> following 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.]

8.2 [The Sub-Contractor shall not, for a period of <<insert period>> following the termination or expiry of this Agreement, solicit and/or employ any persons and/or employees with which the Sub-Contractor has dealt with 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.]

[The Sub-Contractor shall not, for a period of <<insert period>> following the termination or expiry of this Agreement, solicit and/or employ any persons and/or employees with which the Sub-Contractor has dealt with 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.]

9. DATA PROTECTION [„] [SOLICITATION AND SOLICITATION]

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9.1 In this Clause 9:

9.1.1 “Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom and applicable to data protection and privacy, including the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Act 2018 (and regulations made thereunder) in England and Wales, Scotland, Northern Ireland and the City of London (Withdrawal of the United Kingdom from the European Union) Regulations 2020;

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom and applicable to data protection and privacy, including the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Act 2018 (and regulations made thereunder) in England and Wales, Scotland, Northern Ireland and the City of London (Withdrawal of the United Kingdom from the European Union) Regulations 2020;

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

“personal data” means personal data as defined in the Data Protection Legislation;

9.1.3 “First Party” means the party to this Agreement;

“First Party” means the party to this Agreement;

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- 9.1.4 "Other Party" shall mean the party, other than the First Party, which is a party to this Agreement, for instance, whichever one of the parties is not the First Party.
- 9.2 All personal data that is collected, processed, and held by that First Party shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.
- 9.3 For complete details regarding the collection, processing, storage, and retention of personal data, which are not limited to, the purpose(s) for which personal data is collected, the legal bases for using it, details of the Other Party's (and its subcontractors) rights and how to exercise them, and the personal data shared with subcontractors, the Other Party should refer to the Privacy Notice of the Other Party.
- 9.4 For the purpose of this Agreement, a Privacy Notice of a First Party is available to the Other Party only if such Privacy Notice is available to the First Party.
- 9.5 [All personal data transferred to the Other Party with the Other Party under this Agreement shall be subject to the terms of the Data Sharing Agreement entered into between the First Party and the Other Party pursuant to this Agreement.]
- 9.6 ¹[All personal data transferred to the Other Party by the First Party on behalf of the Other Party under this Agreement shall be used in accordance with the terms of the Data Processing Agreement entered into on <<insert date>> pursuant to this Agreement.]

10. CONFIDENTIALITY

- 10.1 Except as provided in this Agreement, each party shall keep confidential and [for <<insert period>>] shall not disclose, disseminate, or otherwise make available to any other party, in any way or part with possession of, any Confidential Information, except as authorised in writing by the other party, the discontinuance of this Agreement or the termination of this Agreement.
 - 10.1.1 keep confidential Confidential Information;
 - 10.1.2 not disclose Confidential Information to any other party;
 - 10.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;
 - 10.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;
 - 10.1.5 ensure that Confidential Information is not disclosed by its officers, employees, agents, subcontractors, or any other persons, which, if done by that party, would constitute a breach of any of the provisions of Clauses 10.1.1 to 10.1.4 above.
- 10.2 Either party may:
 - 10.2.1 disclose any Confidential Information to:
 - a) any subcontractor of that party;
 - b) any government authority or regulatory body; or
 - c) any other person of that party or of any of the subcontractors or bodies; provided that such disclosure is for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works), or as required by law, in which case that party shall first inform the other party that the Confidential Information to be disclosed is to any such body or person.

¹ See the notes about Clause 9 in the information pack.

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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, 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
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”)

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
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

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, parties under this Agreement.

13. DISPUTE RESOLUTION

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

which cannot be resolved by appointed representatives:

13.1.1 the parties shall first attempt to reach an agreement by negotiation to a request made by the other party to

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;

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

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 or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator in accordance with the rules that may be

14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the Contractor and the Sub-Contractor and such prior agreements are cancelled as from the date of this Agreement. The Contractor shall not claim against the Sub-Contractor

entire agreement between the Sub-Contractor and the Contractor and such prior agreements are cancelled as from the date of this Agreement. The Contractor shall not claim against the Sub-Contractor

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 cancelled as from the date of this Agreement. The Contractor shall not claim against the Sub-Contractor

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 cancelled as from the date of this Agreement. The Contractor shall not claim against the Sub-Contractor

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 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.

15. GOVERNING LAW AND JURISDICTION

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

This Agreement shall be governed by the law of England and Wales and any dispute concerning its interpretation or performance 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>>

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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