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CONSTRUCTION AGREEMENT
(INSTALMENT PAYMENT SCHEDULES DETERMINED BY
CONSTRUCTION)

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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 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
existing 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 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 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 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

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
ractor in carrying out the Works.]

7.3 Interim payments
following completion

monthly basis with a final payment
ance with the provisions below.

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7.4 After the end of c
thereafter at one
Contractor with a b
other workers [and
Contractor and all c
clause 7.2] (the "Mo

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

7.5 Following receipt o
payment notice to th

on the Contractor shall submit a

7.6 The payment notice

7.6.1 state the sur
in respect of

rs to be due to the Sub-Contractor
the relevant month;

7.6.2 set out the b

as been calculated.

7.7 The Contractor sha
days of submitting t

d in the payment notice within 14

7.8 If the Contractor ha
5 days after the mo
application to the C

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

7.9 The payment applic

7.9.1 state the su
work carried

considers to be due in respect of
month;

7.9.2 set out the b

as been calculated.

7.10 The Contractor sha
14 days of receipt o

in the payment application within
n.

7.11 All payments made
Value Added Tax ch

are expressed exclusive of any

7.12 If the Contractor ha
Contractor by the
interest on the amo
for the time being o
received.

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

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 c

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
basis upon receipt of a written
er may be given if it shall violate
or and the client in question as to

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9. DATA PROTECTION [,] [S...ESSING]

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 in any jurisdiction to which the law of England and Wales, Scotland, Northern Ireland or the Crown Dependencies applies, including the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003, and any amendments thereto, the UK GDPR (the retained version of the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), as amended by the European Union (Withdrawal) Act 2018 (and regulations made thereunder) and the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003, and any amendments thereto.

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

9.1.3 "First Party" means the party to this Agreement in the relevant instance, either one of the parties to this Agreement or the Other Party;

9.1.4 "Other Party" means the party to this Agreement, in any 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 processed in accordance with the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.

9.3 For complete details of the collection, processing, storage, and retention of personal data, which are not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the Other Party's (and the First Party's) rights and how to exercise them, and personal data shared with 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 if it is published on the First Party's website.

9.5 [All personal data transferred to the Other Party with the Other Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the parties pursuant to this Agreement.]

9.6 ¹[All personal data transferred to the Other Party under this Agreement shall be processed 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 otherwise in writing by the other party, each party shall maintain confidential the continuance of this Agreement and [for <<insert period>>] after its termination:

10.1.1 keep confidential any information;

10.1.2 not disclose any information to any other party;

10.1.3 not use any information for any purpose other than as contemplated in the terms of this Agreement;

10.1.4 not make any disclosure in any way or part with possession of any Confidential Information.

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

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10.1.5 ensure that contractors do not be a breach

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

10.2 Either party may:

10.2.1 disclose any

to:

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

of that party; authority or regulatory body; or of that party or of any of the es or bodies;

to such extent as is necessary for the purposes of this Agreement (including the carrying out of Works), or a person (including the person, if any, to whom the Confidential Information is confidentially disclosed) under clause 10.2.1 to obtain and disclose the Confidential Information, and to undertake such disclosure as nearly as possible to the Confidential Information for which the

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 yee 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 Confidential Information to any other person or at any time in the absence of the fault of that party to disclose any Confidential Information which is not public 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 this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

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

11. FORCE MAJEURE

11.1 No party to this Agreement shall be liable for failure to perform its obligations where such failure is beyond the reasonable control of that party and is limited to: power failure, strikes, civil unrest, fire, flood, war, terrorism, governmental action or any other cause 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 party fails to perform its obligations hereunder as a result of a force majeure event for a continuous period of <<insert period>>, the other party may terminate this Agreement by giving the other party written notice at the expiration of such period. In the event of such termination, the terminating party shall make reasonable payment for all Works completed up to the date of termination. Such payment shall take into account any prior contractual obligations and shall be made in reliance on the performance 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

12. TERMINATION

12.1 This Agreement may be terminated by either party with immediate effect (the "Terminating Party") if:

er party (the "Terminating Party") ce to the other party (the "Other

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12.1.1 the Other Party shall comply with the terms and obligations of this Agreement, and if capable of remedy, is not remedied within the period specified in the notice of such failure from the Terminating Date;

12.1.1 the Other Party shall comply with the terms and obligations of this Agreement, and if capable of remedy, is not remedied within the period specified in the notice of such failure from the Terminating Date;

12.1.2 the Other Party shall, in the event of any compulsory reconstruction or liquidation either voluntary or otherwise, or in the event of the appointment of a receiver or liquidator, or the appointment of a receiver in respect of the whole or any part of the assets of the Contractor, ensure that the Contractor's obligations under this Agreement are satisfied in full.

12.1.2 the Other Party shall, in the event of any compulsory reconstruction or liquidation either voluntary or otherwise, or in the event of the appointment of a receiver or liquidator, or the appointment of a receiver in respect of the whole or any part of the assets of the Contractor, ensure that the Contractor's obligations under this Agreement are satisfied in full.

12.2 If the Main Contract is terminated, the Contractor shall:

12.1.2 the Other Party shall, in the event of any compulsory reconstruction or liquidation either voluntary or otherwise, or in the event of the appointment of a receiver or liquidator, or the appointment of a receiver in respect of the whole or any part of the assets of the Contractor, ensure that the Contractor's obligations under this Agreement are satisfied in full.

12.2.1 this Agreement shall terminate automatically;

12.2.1 this Agreement shall terminate automatically;

12.2.2 the Contractor shall notify the Sub-Contractor of the termination;

12.2.2 the Contractor shall notify the Sub-Contractor of the termination;

12.2.3 the Sub-Contractor shall leave the site.

12.2.3 the Sub-Contractor shall leave the site.

12.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination to the other party.]

12.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination to the other party.]

12.4 The termination of this Agreement shall be without prejudice to any rights, claims or obligations of the parties under this Agreement.

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13. DISPUTE RESOLUTION

13.1 If a dispute arises between the parties which cannot be resolved by negotiations between the parties, the dispute shall be referred to the appointed representatives:

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13.1.1 the parties shall refer the dispute to a request made by the other party to the appointed representatives;

13.1.1 the parties shall refer the dispute to a request made by the other party to the appointed representatives;

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

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

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 appointment of an arbitrator(s), either party may, upon giving written notice to the other party, apply to the President or Deputy President for the appointment of an arbitrator(s) in accordance with the rules that may be agreed between the parties.

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 appointment of an arbitrator(s), either party may, upon giving written notice to the other party, apply to the President or Deputy President for the appointment of an arbitrator(s) in accordance with the rules that may be agreed between the parties.

14. MISCELLANEOUS

14.1 This Agreement shall supersede any prior agreement between the parties and such prior agreements are cancelled as from the date of this Agreement. The parties acknowledge they have no claim against the other party in respect of any previous agreement.

14.1 This Agreement shall supersede any prior agreement between the parties and such prior agreements are cancelled as from the date of this Agreement. The parties acknowledge they have no claim against the other party in respect of any previous agreement.

14.2 Any notice to be sent by either party to the other shall be sent by prepaid recorded delivery to the address shown in this Agreement or to such other address as the party shall have notified to the other in writing taking effect from the date of such notification. Clause or Agreement, and shall be deemed received 48 hours after the date of such notification.

14.2 Any notice to be sent by either party to the other shall be sent by prepaid recorded delivery to the address shown in this Agreement or to such other address as the party shall have notified to the other in writing taking effect from the date of such notification. Clause or Agreement, and shall be deemed received 48 hours after the date of such notification.

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

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14.4 In this agreement, unless otherwise stated, words include the plural as well as the singular, and a reference to a person includes a reference to a body corporate and to an unincorporated association.

otherwise requires, words in the singular including those importing any gender include any gender, and a reference to a person includes a reference to a body corporate and to an unincorporated association.

14.5 The parties agree that the Contractor shall have the right arising solely by virtue of this Agreement to enforce any term of this Agreement.

no party to this Agreement has no liability under the (Rights of Third Parties) Act 1999.

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.

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 and before written

executed the day and year first

SIGNED by

<<Name and Title of person signing for and on behalf of <<Contractor's name>>>

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's name>>>

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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