

#### THIS AGREEMENT is made the

#### **BETWEEN:**

- (1) <<Name of Contractor>> a number <<Company Re</li>
  <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'

'Main Contract'

'Main Contract mea Works'

'Works'

mea

mea

that

Agre

whet or m

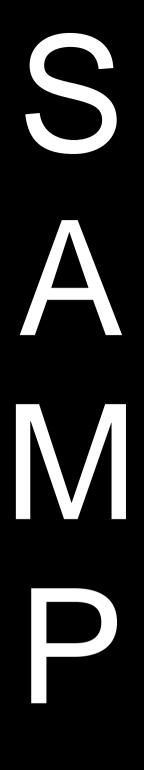
mea

Emp Cont

# 2. ENGAGEMENT OF SUB-0

- 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 t subject to the provis
- 2.5 The Sub-Contracto Contractor's prior w
- 2.6 Neither party to th without the other's p
- 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 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

ayment under this Agreement is Industry Scheme.

t any of the Works without the

on 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-Contractor <<Date>> and <<I instruction to comm
- 3.2 The Sub-Contracto <<Number>> week timescale:

<<Insert timetable.

- 3.3 The Contractor sha Works are practical
- 3.4 The Sub-Contractor of time rectify any d within 3 months from

#### 4. SUB-CONTRACTOR'S OF

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

and all goods and n

- 4.4 The Sub-Contractd equipment and pro 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-Contracto 4.7 Works.
- 4.8 The Sub-Contractor

Contractor relating

#### CONTRACTOR'S OBLIGA 5.

5.1 The Contractor sha













br the Sub-Contractor to offer or nuing relationship shall hereby be

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

urs to complete the Works fwithin t] OR [according to the following

ates>>.

tor in writing of the date when the

e 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. LIABILITY, INDEMNITY A

- 6.1 The Sub-Contractor indemnify the Contractor proceedings in resp same:
  - 6.1.1 arises out of Works; and
  - 6.1.2 is due to the of the Sub-C the Sub-Cor
- 6.2 The Sub-Contracto indemnify the Contr proceedings in resp where such injury o
  - 6.2.1 arises out of Works; and
  - 6.2.2 is due to the of the Sub-C the Sub-Cor
- 6.3 [The total liability c limited to £<<sum>:
- 6.4 The Sub-Contractor liability insurance co all or any part of the insurance cover to t

#### 7. PAYMENTS TO THE SUB

- 7.1 The Sub-Contractor time and at the rate
- 7.2 [The Sub-Contracto and other expens provided that such and are evidenced I

#### OR

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

7.3 Interim payments following completion

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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) and the site.

se 6.3] 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 6.3] 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 6.1 and 6.2 shall be

professional indemnity and public one authorised by him to carry out requested provide evidence of 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 ince with the provisions below.

ntion)

- 7.4 After the end of o thereafter at one Contractor with a bi other workers [and Contractor and all o clause 7.2] (the "Mo
- 7.5 Following receipt of payment notice to the following receipt of the
- 7.6 The payment notice
  - 7.6.1 state the sur in respect of
  - 7.6.2 set out the b
- 7.7 The Contractor sha days of submitting t
- 7.8 If the Contractor ha 5 days after the mo application to the C
- 7.9 The payment applic
  - 7.9.1 state the su work carried
  - 7.9.2 set out the b
- 7.10 The Contractor sha 14 days of receipt o
- 7.11 Neither party shall aggregate account Sub-Contractor unti or (if later) one mo clause 3.4 have bee
- 7.12 After the Final Payr the Sub-Contractor
- 7.13 If the Contractor ha within 5 days after payment application payment application Sub-Contractor und
- 7.14 The Contractor sha case may be, payn notice or receiving t
- 7.15 All payments made Value Added Tax cl
- 7.16 If the Contractor ha Contractor by the interest on the amo for the time being o received.









mmencement of the Works and ub-Contractor shall provide the ent 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 nonth;

as been calculated.

in the payment application within

or payment applications that in >% of the total amount due to the practical completion of the Works tified to the Sub-Contractor under yment 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

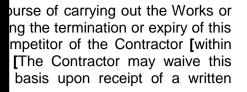
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#### 8. NON-COMPETITION AND

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

# 9. DATA PROTECTION [,] [S

- 9.1 In this Clause 9:
  - 9.1.1 "Data Prote from time to and privacy EU law ve 2016/679), a and Norther (Withdrawal made there Regulations
  - 9.1.2 "personal da Legislation;
  - 9.1.3 "First Party" this Agreem
  - 9.1.4 "Other Party parties is no
- 9.2 All personal data th held by that First F Legislation and the Party.
- 9.3 For complete deta retention of persor which personal data Other Party's (and personal data shari Privacy Notice of th
- 9.4 For the purpose of to the Other Party of
- 9.5 [All personal data to Agreement shall be Agreement entered



burse 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

## ESSING]

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

as defined in the Data Protection

stance, either one of the parties to

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 and how to exercise them, and he Other Party should refer to the

Notice of a First Party is available rty.

rty with the Other Party under this vith the terms of the Data Sharing oursuant to this Agreement.]

ntion)

6

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

## 10. CONFIDENTIALITY

- 10.1 Except as provided party, each party sl 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 ar any Confide
  - 10.1.5 ensure that contractors of 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 under clause obtain and undertaking nearly as p Confidential for which the

- 10.2.2 use any Cor other persor or at any tin fault of that p disclose any knowledge.
- 10.3 The provisions of t their terms, notwiths

#### 11. FORCE MAJEURE

11.1 No party to this Age their obligations whether

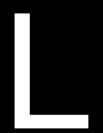
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First Party on behalf of the Other sed in accordance with the terms into on <<insert date>> pursuant

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 rms of this Agreement;

hy way or part with possession of

officers, employees, agents, subwhich, if done by that party, would Clauses 10.1.1 to 10.1.4 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 ch case that party shall first inform n that the Confidential Information e disclosure is to any such body 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

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

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

any failure or delay in performing y results from any cause that is

ntion)

t.

<sup>&</sup>lt;sup>1</sup> See the notes about Clause 9 in the info

beyond the reasona limited to: power fai unrest, fire, flood, governmental action in question.

11.2 [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.]

#### 12. TERMINATION

- 12.1 This Agreement ma with immediate effe Party") if:
  - 12.1.1 the Other Pa of this Agre remedied wi Terminating
  - 12.1.2 the Other Pa compulsory reconstruction of the whole
- 12.2 If the Main Contract

12.2.1 this Agreem

12.2.2 the Contrac termination;

12.2.3 the Sub-Cor

- 12.3 [This Agreement m giving any reason f the other party.]
- 12.4 The termination of which have already

#### 13. DISPUTE RESOLUTION

- 13.1 If a dispute arises negotiations betwee
  - 13.1.1 the parties s other party to
  - 13.1.2 either party Scheme for 1998;
  - 13.1.3 either party Arbitration A parties. In arbitrator(s)













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

leave the site.

her 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

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written notic President fo the appointn rules that ma

This Agreement co and the Contractor

between the partie cancelled as from t

claim against the ot

Any notice to be se

prepaid recorded

Agreement or to su

writing taking effect

deemed received 4

The headings in thi

be incorporated into

In this agreement, u

include the plural a

gender, and a refer

and to an unincorpd

The parties agree t

right arising solely b

to enforce any term

This Agreement sha

dispute concerning

**GOVERNING LAW AND J** 

iurisdiction.

**MISCELLANEOUS** 

14.1

14.2

14.3

14.4

14.5

15.1









pply to the President or Deputy hartered Institute of Arbitrators for rbitrators and for any decision on

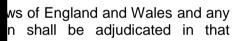
nent between the Sub-Contractor supersedes any prior agreement and such prior agreements are parties acknowledge they have no vious agreement.

ties 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 mporting any gender include any s a reference to a body corporate

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



executed the day and year first

# IN WITNESS WHEREOF this Ad

before written

15.

14.

# 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>>

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