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CONSTRUCTION AGREEMENT
(INSTALMENT PAYMENT SCHEDULES DETERMINED BY
CONTINUED CONTRACT)

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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 contract <<Date>> between (1) <<Name of Contractor>> and (2) <<Name of Sub-Contractor>> for the carrying out of the Main Contract.

'Main Contract Works' means the works <<Main Contract Works>>;

'Works' means the works <<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 carried out in 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 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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- 5.2 The Contractor shall provide the site to perform the Works in accordance with the Schedule and a
- 5.3 The Contractor shall provide the site with the necessary tools, equipment and machinery, safety equipment and protective clothing in accordance with the Schedule.
- 5.4 The Contractor shall comply with the Construction (Design and Management) Regulations 2015 and the site.

6. LIABILITY, INDEMNITY AND

- 6.1 The Sub-Contractor shall indemnify the Contractor in respect of all proceedings in respect of the same:
 - 6.1.1 arises out of the performance of the Works; and
 - 6.1.2 is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible.
- 6.2 The Sub-Contractor shall indemnify the Contractor in respect of all proceedings in respect of the same where such injury or damage is caused by the carrying out of the Works:
 - 6.2.1 arises out of the performance of the Works; and
 - 6.2.2 is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible.
- 6.3 [The total liability of the Sub-Contractor under clauses 6.1 and 6.2 shall be limited to £<<sum>>]
- 6.4 The Sub-Contractor shall maintain liability insurance cover for all or any part of the Works and shall provide evidence of the insurance cover to the Contractor.

7. PAYMENTS TO THE SUB-CONTRACTOR

- 7.1 The Sub-Contractor shall be paid the sum of £<<sum>> per day for his own time and at the rate of £<<sum>> per day for other staff.
- 7.2 [The Sub-Contractor shall be paid for goods and materials provided and other expenses incurred in connection with the Works provided that such expenses have been approved in writing prior approval of the Contractor.]
- OR**
- [No further payment shall be made to the Sub-Contractor for the Works over and above the cost of the Works and without limitation no payment will be made to the Sub-Contractor in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.]
- 7.3 Interim payments shall be made to the Sub-Contractor on a monthly basis with a final payment on completion of the Works in accordance with the provisions below.

under this Agreement. The Contractor shall ensure that all materials (if any) listed in Part 3 of the Schedule shall be of a satisfactory quality. The Contractor shall provide the site with the necessary tools, equipment and machinery, safety equipment and protective clothing in accordance with the Schedule. The Contractor shall comply with the Construction (Design and Management) Regulations 2015 and the site.

The Sub-Contractor shall be liable for, and shall indemnify the Contractor in respect of all liability, damages, loss, claims or proceedings in respect of the same where the injury or damage is caused by the carrying out of the Works: (i) arises out of the performance of the Works; and (ii) is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible. The Sub-Contractor shall be liable for, and shall indemnify the Contractor in respect of all liability, damages, loss, claims or proceedings in respect of the same where such injury or damage whatsoever to any property is caused by the carrying out of the Works: (i) arises out of the performance of the Works; and (ii) is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible. The total liability of the Sub-Contractor under clauses 6.1 and 6.2 shall be limited to £<<sum>>. The Sub-Contractor shall maintain liability insurance cover for all or any part of the Works and shall provide evidence of the insurance cover to the Contractor.

The Sub-Contractor shall be paid the sum of £<<sum>> per day for his own time and at the rate of £<<sum>> per day for other staff. The Sub-Contractor shall be paid for goods and materials provided and other expenses incurred in connection with the Works provided that such expenses have been approved in writing prior approval of the Contractor. [The Sub-Contractor shall be paid for goods and materials provided and other expenses incurred in connection with the Works provided that such expenses have been approved in writing prior approval of the Contractor.] No further payment shall be made to the Sub-Contractor for the Works over and above the cost of the Works and without limitation no payment will be made to the Sub-Contractor in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works. Interim payments shall be made to the Sub-Contractor on a monthly basis with a final payment on completion of the Works in accordance with the provisions below.

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7.4 After the end of c
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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 Neither party shall
aggregate account
Sub-Contractor until
or (if later) one mo
clause 3.4 have bee

s or payment applications that in
>% of the total amount due to the
practical completion of the Works
ified to the Sub-Contractor under
ayment Date”).

7.12 After the Final Payr
the Sub-Contractor

r shall submit a payment notice to
sums due.

7.13 If the Contractor ha
within 5 days after t
payment application
payment application
Sub-Contractor und

ment 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.

7.14 The Contractor sha
case may be, paym
notice or receiving t

in the payment notice or, as the
4 days of submitting the payment

7.15 All payments made
Value Added Tax ch

are expressed exclusive of any

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

o 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

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8. NON-COMPETITION AND

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

course of carrying out the Works or during the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within <<insert radius>>] or any other client of which the Sub-Contractor has knowledge 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 time period>> after the termination or expiry of this Agreement, solicit and/or employ any persons and/or employees with which the Contractor has had dealings in the <<insert time period>> prior to the date of termination of this Agreement, other clients of which the Sub-Contractor has knowledge or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

course of carrying out the Works or during the termination or expiry of this Agreement, solicit and/or employ any persons and/or employees with which the Contractor has had dealings in the <<insert time period>> prior to the date of termination of this Agreement, other clients of which the Sub-Contractor has knowledge or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

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 privacy legislation in force in the EU law (including the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), and any other applicable legislation in force in England and Wales, Scotland, Northern Ireland and the City of London (Withdrawal Agreement and Regulations)

all applicable legislation in force from time to time in the United Kingdom and privacy legislation in force in the EU law (including the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), and any other applicable legislation in force in England and Wales, Scotland, Northern Ireland and the City of London (Withdrawal Agreement and Regulations)

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

as defined in the Data Protection Legislation;

9.1.3 "First Party" means, in any instance, either one of the parties to this Agreement;

in any instance, either one of the parties to this Agreement;

9.1.4 "Other Party" means, in any instance, whichever one of the parties is not the First Party;

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 provisions of the Data Protection Legislation of the Other Party.

that is collected, processed, and held by that First Party shall be processed in accordance with the provisions of Data Protection Legislation and the provisions of the Data Protection Legislation of the Other Party.

9.3 For complete details of the collection, processing, storage, and retention of personal data, which personal data is collected, processed, stored, or bases for using it, details of the Other Party's (and its subsidiaries) personal data sharing practices and how to exercise them, and the Other Party should refer to the Privacy Notice of the Other Party.

For complete details of the collection, processing, storage, and retention of personal data, which personal data is collected, processed, stored, or bases for using it, details of the Other Party's (and its subsidiaries) personal data sharing practices and how to exercise them, and the Other Party should refer to the Privacy Notice of the Other Party.

9.4 For the purpose of this Agreement, if a Privacy Notice of a First Party is available to the Other Party, the Other Party shall refer to the Privacy Notice of that First Party.

For the purpose of this Agreement, if a Privacy Notice of a First Party is available to the Other Party, the Other Party shall refer to the Privacy Notice of that First Party.

9.5 [All personal data that is collected, processed, stored, or bases for using it, details of the Other Party's (and its subsidiaries) personal data sharing practices and how to exercise them, and the Other Party should refer to the Privacy Notice of the Other Party.]

[All personal data that is collected, processed, stored, or bases for using it, details of the Other Party's (and its subsidiaries) personal data sharing practices and how to exercise them, and the Other Party should refer to the Privacy Notice of the Other Party.]

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

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

10. CONFIDENTIALITY

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

authorised in writing by the other
the continuance of this Agreement
mination:

10.1.1 keep confide

Information;

10.1.2 not disclose

tion to any other party;

10.1.3 not use any
contemplate

for any purpose other than as
terms of this Agreement;

10.1.4 not make an
any Confide

ny way or part with possession of

10.1.5 ensure that
contractors o
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

of that party;

b) any g

thority or regulatory body; or

c) any
afore

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

to such exte
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Works), or a
the person,
is confideti
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nearly as p
Confidential
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
oyee 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 tin
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

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

11. FORCE MAJEURE

11.1 No party to this Ag
their obligations wh

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

¹ See the notes about Clause 9 in the info

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beyond the reasonable period limited to: power failure, labour unrest, fire, flood, governmental action or other causes in question.

Such causes include, but are not limited to: power failure, industrial action, civil unrest, acts of terrorism, acts of war, or other causes which are 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 continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the other party. The parties shall agree on a reasonable payment for all Works completed up to the date of termination. Any prior contractual obligations shall remain in force until the termination of this Agreement.]

Such causes include, but are not limited to: power failure, industrial action, civil unrest, acts of terrorism, acts of war, or other causes which are beyond the control of the party. If a party cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the other party. In the event of such termination, the terminating party shall make a reasonable payment for all Works completed up to the date of termination. Such payment shall take into account the value of the Works completed into in reliance on the performance of this Agreement.

12. TERMINATION

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

the other party (the "Terminating Party") fails to perform its obligations under this Agreement for a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the discretion of the other party (the "Other Party") if:

12.1.1 the Other Party fails to perform its obligations under this Agreement for a continuous period of <<insert period>>, and the failure is not remedied within the period specified in the Terminating Party's notice;

the other party (the "Terminating Party") fails to perform its obligations under this Agreement for a continuous period of <<insert period>>, and the failure is not remedied within the period specified in the Terminating Party's notice;

12.1.2 the Other Party is in liquidation or compulsory liquidation or reconstruction or the whole or substantially the whole of its assets are being transferred to a receiver or liquidator;

the other party (the "Terminating Party") is in liquidation or compulsory liquidation or reconstruction or the whole or substantially the whole of its assets are being transferred to a receiver or liquidator;

12.2 If the Main Contract is terminated:

12.2.1 this Agreement shall terminate automatically;

the other party (the "Terminating Party") shall terminate this Agreement automatically;

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

the other party (the "Terminating Party") shall notify the Sub-Contractor of the termination;

12.2.3 the Sub-Contractor shall leave the site.

the other party (the "Terminating Party") 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.]

the other party (the "Terminating Party") may terminate this Agreement at any time and without giving 28 days' notice in writing to the other party (the "Other Party").

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

the termination of this Agreement shall be without prejudice to any rights, claims or obligations of 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 appointed representatives:

the other party (the "Terminating Party") may terminate this Agreement at any time and without giving 28 days' notice in writing to the other party (the "Other Party").

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

the other party (the "Terminating Party") 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;

the other party (the "Terminating 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. If the parties are unable to agree on the name of the arbitrator(s), either party may, upon giving 28 days' notice in writing to the other party, refer the dispute to arbitration in accordance with the Arbitration Act 1996.

the other party (the "Terminating Party") may refer the dispute to arbitration in accordance with the Arbitration Act 1996. If the parties are unable to agree on the name of the arbitrator(s), either party may, upon giving 28 days' notice in writing to the other party, refer the dispute to arbitration in accordance with the Arbitration Act 1996.

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written notice to the President or Deputy President for the appointment of arbitrators and for any decision on rules that may apply to the President or Deputy

Chartered Institute of Arbitrators for arbitrators and for any decision on

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.
- 14.2 Any notice to be served on the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as the parties 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 posting.
- 14.3 The headings in this Agreement are for reference purposes only and shall not be incorporated into the Agreement.
- 14.4 In this agreement, unless otherwise requires, words in the singular include the plural and vice versa and words importing any gender include any gender, and a reference to a person includes a reference to a body corporate.
- 14.5 The parties agree that no party to this Agreement has no right arising solely by virtue of this Agreement to enforce any term of this Agreement (Rights of Third Parties) Act 1999.

ment between the Sub-Contractor and supersedes any prior agreement 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.

ties on the other shall be sent by post to the address shown in this Agreement or to such other address as the parties 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 posting.

reference purposes only and shall not be incorporated into the Agreement.

ise requires, words in the singular importing any gender include any gender, and a reference to a person includes a reference to a body corporate.

a party to this Agreement has no right arising solely by virtue of this Agreement to enforce any term of this Agreement (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.

ws 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 written and signed by the parties 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>>

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 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>>

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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>>

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