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LONGER FORM CONS
(INSTALMENT PAYMENT

RACTOR AGREEMENT
ATES, 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 Contractor)
- (2) <<Name of Sub-Contractor>> ("Sub-Contractor")

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings unless otherwise requires the following

'Confidential Information' means 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 confidential;

'Main Contract' means the contract <<Date>> between (1) <<Name of Employer>> and (2) <<Name of Contractor>> for the carrying out of the Main Contract Works;

'Main Contract Works' means <<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 its employees and 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 be entitled to claim the benefit of this Agreement or to enforce it against the other without the other's prior written consent.
- 2.7 The grant and acceptance of this Agreement do not create any mutual obligations between the parties.

obligations on the
accept any further a
created or implied.

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

3. TIMING

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

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

3.2 The Sub-Contractor
<<Number>> week
timescale:

ours 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
f the Main Contract that has been

4.3 The Sub-Contractor

4.3.1 the goods are

d in Part 2 of the Schedule; and

4.3.2 all other goods
for those (if any)

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.

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

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

the site to perform t

gations under this Agreement.

5.2 The Contractor shall submit the Schedule and a

materials (if any) listed in Part 3 of all be of a satisfactory quality.

5.3 The Contractor shall wear protective clothing and protective cloth

and machinery, safety equipment of the Schedule.

5.4 The Contractor shall comply with the Regulations 2015 and

struction (Design and Management)
s and the site.

6. VARIATIONS

6.1 If the Contractor will notify the Sub-Contractor

to the Works the Contractor shall

6.2 The Sub-Contractor Contractor.

sonable variations notified by the

6.3 The Sub-Contractor shall be responsible for the cost of the out in clause 10.1 and shall be responsible for the cost of the variations to compensate the the variations.

g out the variations at the rates set
ditional sum (if any) as is required
osses or expenses incurred due to

7. LIABILITY, INDEMNITY AND RELEASE

7.1 The Sub-Contractor shall indemnify the Contractor for all damages, claims, costs and expenses, including reasonable attorneys' fees, in connection with any third-party claims or proceedings in respect of the same:

se 7.3] be liable for, and shall
liability, damages, loss, claims or
or death of any person where the

7.1.1 arises out of Works; and

caused by the carrying out of the

7.1.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

7.2 The Sub-Contractor shall indemnify the Contractor for all damages, claims, costs and expenses, including reasonable attorneys' fees, in connection with any third-party proceedings in respect of which the Contractor is or may become a party, where such injury or damage is caused in whole or in part by the negligence of the Sub-Contractor.

se 7.3] be liable for, and shall
liability, damages, loss, claims or
mage whatsoever to any property

7.2.1 arises out of Works; and

By reason of the performance of the

7.2.2 is due to the
of the Sub-C
the Sub-Con

statutory duty, omission or default
or agents or any person for whom

7.3 [The total liability of
limited to £<<sum>>]

der clauses 7.1 and 7.2 shall be

7.4 The Sub-Contractor shall maintain liability insurance covering the Sub-Contractor's liability for all or any part of the work under the contract. The Sub-Contractor shall provide evidence of insurance cover to the Employer.

professional indemnity and public
one authorised by him to carry out
requested provide evidence of the

8. EXTENSIONS OF TIME

8.1 If completion of the Sub-Contractor, the Contractor shall

reasons beyond the control of the Contractor, the Contractor shall notify the Contractor in writing and, if appropriate, give an appropriate extension

of time.

9. **DAMAGES FOR LATE COMPLETION**

- 9.1 If the Works are not completed by the date set out in clause 3.2 or to such later timescale as may be agreed in writing under clause 8.1, the Sub-Contractor shall pay or allow to be paid by the Contractor such amount as is sufficient to compensate the Contractor for the loss or expense incurred by the Contractor.

10. **PAYMENTS TO THE SUB-CONTRACTOR**

- 10.1 The Sub-Contractor shall be paid of £<<sum>> per day for his own time and at the rate of £<<sum>> per day for other staff.

- 10.2 [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 prior approval of the Contractor and are evidenced by receipts.]

OR

[No further payment shall be made to the Sub-Contractor for the Works over and above the consideration payable under this clause and without limitation notwithstanding in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.]

- 10.3 Interim payments shall be made on a monthly basis with a final payment on completion in accordance with the provisions below.

- 10.4 After the end of the month of commencement of the Works and thereafter at one month intervals the Contractor shall submit an invoice to the Contractor.

- 10.5 The amount invoiced shall be for the work that has been carried out. The invoice must:

10.5.1 specify the value of the work carried out; and

10.5.2 contain a breakdown of the cost of the work by the Sub-Contractor and any other workers employed by the Sub-Contractor.

- 10.6 [The invoice must also state the value of goods and materials provided by the Sub-Contractor and the amount claimed by the Sub-Contractor pursuant to clause 3.4.]

- 10.7 The Sub-Contractor shall not be entitled to any payment that in aggregate account for more than <<e.g. 90%>> of the amount due to the Sub-Contractor until the date 4 months after the completion of the Works or (if later) one month after any defects have been rectified (the "Final Payment").

- 10.8 After the Final Payment has been made the Contractor shall submit an invoice to the Sub-Contractor for the amount due. The invoice must contain a breakdown of the cost of the work by the Sub-Contractor under clause 3.4 have been rectified.

- 10.9 The Contractor shall pay the amount due in the invoices within 14 days of receipt of the invoice.

- 10.10 All payments made shall be expressed exclusive of any Value Added Tax charged.

- 10.11 If the Contractor has not paid the amount due by the due date the Contractor shall be liable to pay interest on the amount due.

shall pay the Sub-Contractor an amount above the balance due date until the payment

amount due at the rate of 5% per annum of Barclays Bank plc from the

11. NON-COMPETITION AND

11.1 [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>>] [The Contractor may waive this restriction entirely on a case-by-case 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>>] [The Contractor may waive this restriction entirely on a case-by-case basis upon receipt of a written request from the Sub-Contractor]

11.2 [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 or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Agreement. The Contractor has knowledge of the Sub-Contractor's other clients of which the Sub-Contractor may waive this restriction entirely on a case-by-case 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.]

course of carrying out the Works or during the termination or expiry of this Agreement, solicit and/or employ any persons or employees with which the Sub-Contractor has had contact within the <<insert time period>> prior to the date of termination of the Agreement. The Contractor has knowledge of the Sub-Contractor's other clients of which the Sub-Contractor may waive this restriction entirely on a case-by-case 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.]

12. DATA PROTECTION [.] [SCHEDULE 1 - DATA PROCESSING]

12.1 In this Clause 12:

12.1.1 "Data Protection Legislation" means all applicable legislation in force from time to time, including but not limited to, the UK GDPR (the retained EU law version of the EU General Data Protection Regulation ((EU) 2016/679), and any amendments thereto, and Northern Ireland Protocol (Withdrawal Agreement) and any regulations made thereunder and Electronic Communications Regulations

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

personal data as defined in the Data Protection Legislation

12.1.3 "First Party" means the party to this Agreement

in this Agreement, either one of the parties to

12.1.4 "Other Party" means any party other than the parties is not

for instance, whichever one of the

12.2 All personal data that is collected, processed, and stored by that First Party shall be held by that First Party in accordance with the provisions of Data Protection Legislation and the Privacy Notice of that First Party.

will be collected, processed, and stored in accordance with the provisions of Data Protection Legislation of the Other Party.

12.3 For complete details of the collection, processing, storage, and retention of personal data, the First Party shall refer to the Privacy Notice of that First Party (and any amendments thereto) and the Other Party's (and any amendments thereto) Privacy Notice of that Other Party.

collection, processing, storage, and retention of personal data, the First Party shall refer to the Privacy Notice of that First Party (and any amendments thereto) and the Other Party should refer to the Privacy Notice of that Other Party.

12.4 For the purpose of this Clause 12, the First Party shall refer to the Privacy Notice of that First Party (and any amendments thereto) and the Other Party shall refer to the Privacy Notice of that Other Party.

Privacy Notice of a First Party is available to the Other Party.

14. FORCE MAJEURE

- 14.1 No party to this Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the party in question. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or any other cause which is beyond the control of the party in question.
- 14.2 [In the event that a party cannot perform their 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 terminating 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 any prior contractual payments made into in reliance on the performance of this Agreement.]

15. TERMINATION

- 15.1 This Agreement may be terminated by either party (the "Terminating Party") with immediate effect by written notice to the other party (the "Other Party") if:
- 15.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and, if capable of remedy, is not remedied within a reasonable time after notice of such failure from the Terminating Party;
- 15.1.2 the Other Party has entered into or liquidation either voluntary or compulsory or has been placed into the possession of bona fide corporate receiver or a receiver is appointed in respect of the whole or substantially the whole of the assets of the Other Party;
- 15.2 If the Main Contract is terminated, then:
- 15.2.1 this Agreement shall terminate automatically;
- 15.2.2 the Contractor shall notify the Sub-Contractor of the termination;
- 15.2.3 the Sub-Contractor shall leave the site.
- 15.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination by giving 28 days' notice in writing to the other party.]
- 15.4 The termination of this Agreement shall be without prejudice to any rights, claims or damages which may be claimed by either party under this Agreement.

16. DISPUTE RESOLUTION

- 16.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:
- 16.1.1 the parties shall refer the dispute to a request made by the other party to a dispute resolution;
- 16.1.2 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 (England and Wales) Regulations 1998;

16.1.3 either party may refer the dispute to Arbitration in accordance with the Arbitration Act 1996. In the event the parties are unable to agree on the appointment of an arbitrator(s), either party may, upon giving written notice to the other, 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.

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17. MISCELLANEOUS

17.1 This Agreement constitutes the entire agreement between the Contractor and the Sub-Contractor and supersedes any prior agreement or understanding between the parties. All such prior agreements are hereby cancelled as from the date of this Agreement. The parties acknowledge they have no claim against the other in respect of any previous agreement.

ment between the Sub-Contractor and the Contractor and supersedes any prior agreement or understanding between the parties. All such prior agreements are hereby cancelled as from the date of this Agreement. The parties acknowledge they have no claim against the other in respect of any previous agreement.

17.2 Any notice to be sent by either party to the other shall be sent by prepaid recorded delivery or by email 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 such notification.

ties on the other shall be sent by prepaid recorded delivery or by email 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 such notification.

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

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

17.4 In this agreement, unless otherwise requires, words in the singular include the plural and vice versa, and a reference to a body corporate includes a reference to an unincorporated association.

ise requires, words in the singular include the plural and vice versa, and a reference to a body corporate includes a reference to an unincorporated association.

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

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

18. GOVERNING LAW AND JURISDICTION

18.1 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 executed 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>>

S
A
M
P
L
E

S

Part 1 – Description of the Works

<<Insert detailed description of Works and any other relevant document, e.g. a tender>>

A

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 and protective clothing to be supplied by the Contractor

<<Insert list>>

L

E