

S

A

M

LONGER FORM CONS  
(INSTALMENT PAYMEN  
CONT

RACTOR AGREEMENT  
ATES DETERMINED BY  
TION)

P

L

E

**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 (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 prior written consent of the other party.

2.7 The grant and acceptance of this Agreement do not create any mutual

S

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 <<Date>>  
instruction to comm

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

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

hours to complete the Works [within  
<<Number>> days]

<<Insert timetable, <<Number>> <<Number>> days>>.

dates>>.

3.3 The Contractor shall  
Works are practical

in writing of the date when the

3.4 The Sub-Contractor  
of time rectify any d  
within 3 months from

use and within a reasonable period  
is notified to him by the Contractor  
completion 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  
the Works are carried out in a good

4.2 The Sub-Contractor  
the Contractor in b  
brought to the Sub-

works in a manner that does not put  
of the Main Contract that has been

4.3 The Sub-Contractor

4.3.1 the goods and

and in Part 2 of the Schedule; and

4.3.2 all other goods  
for those (if any)

used to complete the Works except  
the Schedule

and all goods and materials

satisfactory quality.

4.4 The Sub-Contractor  
equipment and pro  
those items (if any)

tools, plant and machinery, safety  
to carry out the Works except for  
Schedule.

4.5 The Sub-Contractor  
carrying out of the Works

site all waste created during the

4.6 The Sub-Contractor  
Works are done, and  
that due account is  
activities of the Contractor  
Contractor.

arranging how and in what order the  
Contractor's representative to ensure  
the timing of the Works upon the  
sub-contractors also engaged by the

4.7 The Sub-Contractor  
Works.

laws and regulations relating to the

4.8 The Sub-Contractor  
Contractor relating to

reasonable regulations made by the

**5. CONTRACTOR'S OBLIGATIONS**

5.1 The Contractor shall

Contractor has sufficient access to

A

M

P

L

E

S

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. **VARIATIONS**

6.1 If the Contractor wi  
notify the Sub-Cont

to the Works the Contractor shall

6.2 The Sub-Contracto  
Contractor.

asonable variations notified by the

6.3 The Sub-Contracto  
out in clause 10.1 a  
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 A**

7.1 The Sub-Contracto  
indemnify the Contr  
proceedings in resp  
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-Contracto  
indemnify the Contr  
proceedings in resp  
where such injury o

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

7.2.1 arises out of  
Works; and

y 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 o  
limited to £<<sum>>

nder clauses 7.1 and 7.2 shall be

7.4 The Sub-Contracto  
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

8. **EXTENSIONS OF TIME**

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

asons beyond the control of the  
otify the Contractor in writing and  
so, give an appropriate extension

A

M

P

L

E

of time.

9. **DAMAGES FOR LATE CO**

9.1 If the Works are not completed by the later timescale as set out in clause 3.2 or to such later timescale as set out in 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**

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 set out in this clause and without limitation 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 following completion of the Works in accordance with the provisions below.

10.4 After the end of the Works and commencement of the Works and thereafter at one month intervals the Sub-Contractor shall provide the Contractor with a bill of materials for the work done by the Sub-Contractor and any other workers [and any materials provided by the Sub-Contractor and all other expenses incurred by the Sub-Contractor pursuant to clause 10.2] (the "Materials Statement")

10.5 Following receipt of the Materials Statement the Contractor shall submit a payment notice to the Sub-Contractor within 14 days of receipt of the Materials Statement.

10.6 The payment notice shall state the sum due to the Sub-Contractor in respect of the relevant month;

10.6.1 state the sum due to the Sub-Contractor in respect of the relevant month;

10.6.2 set out the basis on which the sum has been calculated.

10.7 The Contractor shall submit the payment notice in the payment notice within 14 days of submitting the Materials Statement.

10.8 If the Contractor has submitted a payment notice to the Sub-Contractor within 14 days after the month in respect of which the Contractor may submit a payment application to the Contractor, the Contractor shall be deemed to have accepted the payment application.

10.9 The payment application shall state the sum due to the Sub-Contractor in respect of the relevant month;

10.9.1 state the sum due to the Sub-Contractor in respect of the relevant month;

10.9.2 set out the basis on which the sum has been calculated.

10.10 The Contractor shall submit the payment application in the payment application within 14 days of receipt of the payment notice.

10.11 Neither party shall be bound to accept or pay any payment applications that in

S

A

M

P

L

E

S

aggregate account of the Sub-Contractor until the end of the month or (if later) one month after the end of the month in which clause 3.4 have been completed.

>% of the total amount due to the Sub-Contractor at the date of practical completion of the Works (the "Final Payment Date" (as defined in clause 3.4 "Payment Date").

10.12 After the Final Payment Date, the Contractor shall submit to the Sub-Contractor a copy of the account of sums due.

the Contractor shall submit a payment notice to the Sub-Contractor within 14 days of the date of the account of sums due.

10.13 If the Contractor has submitted a payment application to the Sub-Contractor within 5 days after the date of the account of sums due, the Contractor may submit a payment application to the Sub-Contractor under clause 10.12.

the Contractor shall submit a payment notice to the Sub-Contractor within 14 days of the date of the account of sums due. The Contractor shall ensure that all defects notified to the Sub-Contractor are rectified.

10.14 The Contractor shall ensure that the account of sums due, in the case may be, payment notice or receiving the account of sums due.

in the payment notice or, as the case may be, within 14 days of submitting the payment notice.

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

are expressed exclusive of any Value Added Tax charges.

10.16 If the Contractor has submitted a payment application to the Sub-Contractor by the date of the account of sums due, the Contractor shall pay the Sub-Contractor interest on the amount of the account of sums due for the time being outstanding until received.

the Contractor shall pay the Sub-Contractor interest on the amount of the account of sums due at the rate of 6% per annum above the base rate of the Bank of England from the due date until the payment is received.

11. **NON-COMPETITION AND RESTRICTIONS ON EMPLOYMENT**

11.1 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within a radius of <<insert radius>>] of the Contractor's premises. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

11.1 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, provide services to any competitor of the Contractor [within a radius of <<insert radius>>] of the Contractor's premises. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

11.2 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, solicit or employ any clients and/or employees with which the Contractor has known or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

11.2 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of 12 months following the termination or expiry of this Agreement, solicit or employ any clients and/or employees with which the Contractor has known or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

12. **DATA PROTECTION [,] [SCHEDULE 2]**

12. **DATA PROTECTION [,] [SCHEDULE 2]**

12.1 In this Clause 12:

12.1.1 "Data Protection Legislation" means all applicable legislation in force in the United Kingdom applicable to data protection and privacy, including, but not limited to, the UK GDPR (the retained version of the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), and any other legislation made thereunder in the United Kingdom and Northern Ireland (Withdrawal Agreement) and the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Regulations 2018.

12.1.1 "Data Protection Legislation" means all applicable legislation in force in the United Kingdom applicable to data protection and privacy, including, but not limited to, the UK GDPR (the retained version of the EU General Data Protection Regulation ((EU) Regulation (EU) 2016/679), and any other legislation made thereunder in the United Kingdom and Northern Ireland (Withdrawal Agreement) and the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Regulations 2018.

A

M

P

L

E

S

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

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

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

12.2 All personal data that will be collected, processed, and held by that First Party shall be subject to the provisions of Data Protection Legislation and the Privacy Notice of that First Party.

12.3 For complete details of the collection, processing, storage, and retention of personal data, 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 that First Party.

12.4 For the purpose of this Agreement, a Privacy Notice of a First Party is available to the Other Party only if it is available to the public.

12.5 [All personal data to be shared with the Other Party under this Agreement shall be subject to the terms of the Data Sharing Agreement entered into between the parties pursuant to this Agreement.]

12.6 <sup>1</sup>[All personal data to be shared with the Other Party under this Agreement shall be subject to the terms of the Data Processing Agreement entered into between the parties pursuant to this Agreement.].

**13. CONFIDENTIALITY**

13.1 Except as provided otherwise in writing by the other party, each party shall ensure the confidentiality of the information and [for <<insert period>>] after the termination or expiration of this Agreement:

13.1.1 keep confidential the information;

13.1.2 not disclose the information to any other party;

13.1.3 not use any information for any purpose other than as contemplated in this Agreement;

13.1.4 not make any disclosure in any way or part with possession of the information;

13.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or other representatives which, if done by that party, would constitute a breach of clauses 13.1.1 to 13.1.4 above.

13.2 Either party may:

13.2.1 disclose any information to:

a) any subcontractor of that party;

b) any government authority or regulatory body; or

c) any other person if that party or of any of the subcontractors or bodies;

A

M

P

L

E

<sup>1</sup> See the notes about Clause 12 in the information pack.





S

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

notify the Sub-Contractor of the

15.2.3 the Sub-Contractor shall leave the site.

leave the site.

15.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination, provided that the terminating party gives 28 days' notice in writing to the other party.]

either party at any time and without 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 obligations of either party which have already accrued to either party under this Agreement.

be without prejudice to any rights, claims or obligations of either party under this Agreement.

**16. DISPUTE RESOLUTION**

16.1 If a dispute arises between the parties which cannot be resolved by negotiations between the parties, either party may refer the dispute to the appointed representatives:

either party may refer the dispute to the appointed representatives:

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

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

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

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

16.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 as agreed between the parties. In the event that the parties are unable to agree on the appointment of an arbitrator, 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 and for any decision on the rules that may apply.

either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996 as agreed between the parties. In the event that the parties are unable to agree on the appointment of an arbitrator, 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 and for any decision on the rules that may apply.

**17. MISCELLANEOUS**

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

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

17.2 Any notice to be served by either party on the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as 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.

Any notice to be served by either party on the other shall be sent by prepaid recorded delivery post to the address shown in this Agreement or to such other address as 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.

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

The headings in this Agreement are for 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 gender, and a reference to a body corporate and to an unincorporated body shall include the other gender and to an unincorporated body.

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

17.5 The parties agree that no party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

The parties agree that no party to this Agreement has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**18. GOVERNING LAW AND JURISDICTION**

18.1 This Agreement shall be governed by the law of England and Wales and any dispute shall be referred to the courts of England and Wales and any

This Agreement shall be governed by the law of England and Wales and any dispute shall be referred to the courts of England and Wales and any

A

M

P

L

E

dispute concerning  
jurisdiction.

n shall be adjudicated in that

**IN WITNESS WHEREOF** this Ag  
before written

executed the day and year first

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>>

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 by the Contractor and protective clothing to be supplied by the Contractor

<<Insert list>>

L

E