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CONSTRUCTION SUBCONTRACT AGREEMENT
(FIXED PAYMENT ON COMPLETION OF WORKS, WITH RETENTION)

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 meaning

'Confidential Information' means any information, in any form, in which 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 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 the works <<Main Contract Works>>;

'Works' means the 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 its employees and workers engaged by it 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 Sub-Contractor to make any 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 written consent of the Contractor.
- 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 <<[
instruction to comm
- 3.2 The Sub-Contractor
<<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

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

urs to complete the Works [within
nt] **OR** [according to the following
ates>>].

tor in writing of the date when the

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
- 4.2 The Sub-Contractor
the Contractor in br
brought to the Sub-
- 4.3 The Sub-Contractor
 - 4.3.1 the goods ar
 - 4.3.2 all other goo
for those (if aand all goods and n
- 4.4 The Sub-Contractor
equipment and pro
those items (if any)
- 4.5 The Sub-Contractor
carrying out of the V
- 4.6 The Sub-Contractor
Works are done, an
that due account is
activities of the Cor
Contractor.
- 4.7 The Sub-Contractor
Works.
- 4.8 The Sub-Contractor
Contractor relating t

killed and experienced workers to
e Works are carried out in a good

ks in a manner that does not put
f the Main Contract that has been

d in Part 2 of the Schedule; and

ed to complete the Works except
e Schedule

satisfactory quality.

ls, plant and machinery, safety
to carry out the Works except for
chedule.

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

5. CONTRACTOR'S OBLIGATIONS

- 5.1 The Contractor sha

contractor has sufficient access to

- the site to perform the Works in accordance with the obligations under this Agreement.
- 5.2 The Contractor shall supply all the materials (if any) listed in Part 3 of the Schedule and all materials shall be of a satisfactory quality.
- 5.3 The Contractor shall supply all tools, equipment and machinery, safety equipment and protective clothing and the materials listed in Part 4 of the Schedule.
- 5.4 The Contractor shall comply with the Construction (Design and Management) Regulations 2015 and the site.
- 6. LIABILITY, INDEMNITY AND LIMITATION OF REMEDY**
- 6.1 The Sub-Contractor shall be liable for, and shall indemnify the Contractor for, all liability, damages, loss, claims or proceedings in respect of or death of any person where 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 be liable for, and shall indemnify the Contractor for, all liability, damages, loss, claims or proceedings in respect of or death of any person where such injury or damage whatsoever to any property:
- 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 professional indemnity and public liability insurance cover for the Works for the period of time requested provide evidence of the insurance cover to the Contractor.
- 7. PAYMENTS TO THE SUB-CONTRACTOR**
- 7.1 The price for the Works shall be made following practical completion of the Works.
- 7.2 Payment of <<e.g. 10% of the price>> shall be payable 4 months after practical completion of the Works (or later) one month after any defects notified to the Sub-Contractor under clause 3.4 have been rectified (the "Final Payment Date").
- 7.3 The remaining <<e.g. 90% of the price>> shall be payable 4 months after practical completion of the Works (or later) one month after any defects notified to the Sub-Contractor under clause 3.4 have been rectified (the "Final Payment Date").
- 7.4 After practical completion of the Works the Contractor shall submit an invoice to the Sub-Contractor for <<e.g. 10% of the price>> that has been carried out. The invoice must specify the work and materials used.
- 7.5 After the Final Payment Date the Contractor shall submit an invoice to the Sub-Contractor for the balance of the price. The invoice must specify the work and materials used.

- 3.4 have been rectified.
- 7.6 The Contractor shall pay the Sub-Contractor in the invoices within 14 days of receipt of the invoice.
- 7.7 All payments made by the Contractor to the Sub-Contractor are expressed exclusive of any Value Added Tax charged.
- 7.8 If the Contractor has not paid the Sub-Contractor by the due date the Contractor shall pay the Sub-Contractor interest on the amount due at the rate of 5% per annum above the base rate of Barclays Bank plc from the due date until the payment is received.
- 7.9 No further payment shall be made by the Contractor above the consideration for the Works and no payment will be made by the Contractor in respect of any goods, materials or other expenses incurred by the Contractor in carrying out the Works.

8. NON-COMPETITION AND RESTRICTIONS

- 8.1 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of time specified in this Agreement, provide any services to any competitor of the Contractor [within <<insert radius>> miles of the Works]. [The Contractor may waive this restriction entirely or on a per-client basis upon receipt of a written request from the Sub-Contractor.]
- 8.2 [The Sub-Contractor shall not, during the course of carrying out the Works or within the period of time specified in this Agreement, solicit any clients and/or employees with which the Contractor has done business within the <<insert time period>> prior to the date of termination of this Agreement or other clients of which the Sub-Contractor has done business. The Contractor may waive this restriction entirely or on a per-client 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.]

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

- 9.1 In this Clause 9:
- 9.1.1 "Data Protection Legislation" means all applicable legislation in force from time to time, including but not limited to, the UK GDPR (the retained version of the EU General Data Protection Regulation ((EU) 2016/679), and any amendments thereto made there to and the Regulations made there to in England and Wales, Scotland, and Northern Ireland, and the Data Protection Act 2018 (and regulations made there to) and the Communications Act 2003 and Electronic Communications Regulations 2003.
- 9.1.2 "personal data" means data as defined in the Data Protection Legislation;
- 9.1.3 "First Party" means the party to this Agreement;
- 9.1.4 "Other Party" means any party other than the First Party, whichever one of the parties is not the First Party.
- 9.2 All personal data that the Contractor will be collected, processed, and

held by that First Party in accordance with the provisions of Data Protection Legislation and the Privacy Notice of the Other Party.

9.3 For complete details of the collection, processing, storage, and retention of personal data, which personal data the Other Party's (and its subcontractors') personal data shared with the Other Party should refer to the Privacy Notice of the Other Party.

9.4 For the purpose of the Privacy Notice of a First Party is available to the Other Party or its subcontractors.

9.5 [All personal data to be shared with the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into on <<insert date>> pursuant to this Agreement.]

9.6 ¹[All personal data to be shared with the Other Party under this Agreement shall be shared 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 in this Agreement, each party shall keep confidential and [for <<insert period>>] after the termination or expiration of this Agreement:

10.1.1 keep confidential the Confidential Information;

10.1.2 not disclose the Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;

10.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

10.1.5 ensure that its subcontractors and contractors do not disclose or use Confidential Information in a way that would constitute a breach of this Agreement.

10.2 Either party may:

10.2.1 disclose any Confidential Information to:

- a) any subcontractor or contractor of that party;
- b) any government authority or regulatory body;
- c) any other person or body of that party or of any of the subcontractors or contractors of that party or of any of the subcontractors or contractors of that party;

to such extent as is necessary for the purposes contemplated by this Agreement (including for the carrying out of the Works), or as may be required by law, provided that the person, body or entity to whom the Confidential Information is disclosed is bound by a written confidentiality undertaking which is at least as stringent as the undertaking required by Clause 10.1.5 above.

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

the provisions of Data Protection Legislation and the Privacy Notice of the Other Party.

collection, processing, storage, and retention of personal data, which personal data the Other Party's (and its subcontractors') personal data shared with the Other Party should refer to the Privacy Notice of the Other Party.

Notice of a First Party is available to the Other Party or its subcontractors.

Party with the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into on <<insert date>> pursuant to this Agreement.]

First Party on behalf of the Other Party shall be shared in accordance with the terms of the Data Processing Agreement entered into on <<insert date>> pursuant to this Agreement.]

authorised in writing by the other party, the confidentiality of this Agreement shall be maintained:

information;

information to any other party;

information for any purpose other than as contemplated in this Agreement;

any way or part with possession of any Confidential Information;

officers, employees, agents, subcontractors, or any other person, body or entity, which, if done by that party, would constitute a breach of this Agreement. Clauses 10.1.1 to 10.1.4 above.

to:

of that party;

authority or regulatory body;

of that party or of any of the subcontractors or contractors of that party;

for the purposes contemplated by this Agreement (including for the carrying out of the Works), or as may be required by law, provided that the person, body or entity to whom the Confidential Information is disclosed is bound by a written confidentiality undertaking which is at least as stringent as the undertaking required by Clause 10.1.5 above. Such undertaking should be as stringent as the undertaking required by Clause 10.1.5 above.

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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

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

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any failure or delay in performing any results from any cause that is beyond the control of the party. Such causes include, but are not limited to, provider failure, industrial action, civil unrest, acts of terrorism, acts of war, and any other cause that is beyond the control of the party.

it cannot perform their obligations for a continuous period of <<insert>> days, either party may terminate this Agreement by written notice. In the event of such termination, the terminating party shall make reasonable payment for all Works performed up to the date of termination. Such payment shall take into account the value of the Works performed in reliance on the performance of the other party.

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er party (the “Terminating Party”)
ice to the other party (the “Other

ply 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
poses of bona fide corporate
a receiver is appointed in respect

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notify the Sub-Contractor of the

leave the site.

her party at any time and without giving 28 days' notice in writing to

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12.4 The termination of which have already

without prejudice to any rights, parties under this Agreement.

13. DISPUTE RESOLUTION

13.1 If a dispute arises negotiations between

it which cannot be resolved by appointed representatives:

13.1.1 the parties s other party to

eration to a request made by the ation;

13.1.2 either party Scheme for 1998;

adjudication in accordance with the (England and Wales) Regulations

13.1.3 either party Arbitration A parties. In arbitrator(s) written notice President for the appoint rules that ma

arbitration in accordance with the arbitration as agreed between the ties are unable to agree on the on, either party may, upon giving apply to the President or Deputy chartered Institute of Arbitrators for arbitrators and for any decision on

14. MISCELLANEOUS

14.1 This Agreement co and the Contractor between the parties cancelled as from the claim against the ot

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

14.2 Any notice to be se prepaid recorded o Agreement or to su writing taking effect deemed received 48

ties on the other shall be sent by post to the address shown in this shall have notified to the other in Clause or Agreement, and shall be

14.3 The headings in this be incorporated into

erence purposes only and shall not

14.4 In this agreement, u include the plural a gender, and a refer and to an unincorpor

ise requires, words in the singular mporting any gender include any s a reference to a body corporate

14.5 The parties agree t right arising solely b to enforce any term

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

15. GOVERNING LAW AND J

15.1 This Agreement sha dispute concerning jurisdiction.

ws of England and Wales and any 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>>

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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>>

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Part 4 – List of tools, plant and machinery to be supplied and protective clothing to be supplied by the Contractor

<<Insert list>>

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