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CONSTRUCTION INDUSTRY AGREEMENT
(PAYMENT ON COMPLETION) AND ON DAILY RATES, WITH

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Contractor>> a company registered in <<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 meanings 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 such;

'Main Contract' means the contract dated <<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 described in the <<Main Contract Works>>;

'Works' means the works described 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 prior 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 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:

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

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 materials

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 Works

site all wasted created during the

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

asonable regulations made by the

5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor shall

contractor has sufficient access to

- the site to perform the Works in accordance with the instructions under this Agreement.
- 5.2 The Contractor shall supply all the materials (if any) listed in Part 3 of the Schedule and all such materials shall be of a satisfactory quality.
- 5.3 The Contractor shall supply all tools, equipment and machinery, safety equipment and protective clothing as 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 INSURANCE**
- 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 be required to provide evidence of the insurance cover to the Contractor.
7. **PAYMENTS TO THE SUB-CONTRACTOR**
- 7.1 The Sub-Contractor shall be paid for his time and at the rate of £<<sum>> per day for his own time and for other staff.
- 7.2 [The Sub-Contractor shall be paid for goods and materials provided for the Works in connection with the Works and other expenses 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 consideration provided in this clause and without limitation no payment shall 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 Payment of <<e.g. VAT>> shall be made to the Sub-Contractor shall be made following practice.

- 7.4 The remaining <<e payable 4 months month after any de been rectified (the “
- 7.5 After practical com Contractor for <<e.g.
- 7.5.1 specify the v d out; and
- 7.5.2 contain a br other worker
- 7.6 [The invoice must a the Sub-Contractor pursuant to clause 7
- 7.7 After the Final Paym Contractor for the r contain a certificate 3.4 have been rectif
- 7.8 The Contractor sha receipt of the invoic
- 7.9 All payments made Value Added Tax ch
- 7.10 If the Contractor ha shall pay the Sub-C annum above the b due date until the p
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
- ue to the Sub-Contractor shall be on of the Works or (if later) one Contractor under clause 3.4 have
- or shall submit an invoice to the . The invoice must:
- ent by the Sub-Contractor and any
- goods and materials provided by s claimed by the Sub-Contractor
- actor shall submit an invoice to the of the sum due. The invoice must o the Sub-Contractor under clause
- d in the invoices within 14 days of
- are expressed exclusive of any
- e by the due date the Contractor amount due at the rate of 5% per ing of Barclays Bank plc from the
- course of carrying out the Works or ng the termination or expiry of this mpetitor of the Contractor [within [The Contractor may waive this basis upon receipt of a written
- course 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 Sub- may waive this restriction entirely r 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 y of England and Wales, Scotland,

- b) any government authority or regulatory body; or
- c) any other body of that party or of any of the parties or bodies;

to such extent as may be necessary for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works), or a case in which case that party shall first inform the person, in writing, that the Confidential Information is confidential and that the disclosure is to any such body (employee or officer of any such body) under clause 10. Such undertaking should be as nearly as possible in accordance with the provisions of this clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, other than as permitted in writing, if it is at the date of this Agreement, or has become, public knowledge through no fault of that party, or disclosure, that party must not disclose any Confidential Information which is not public knowledge.

10.3 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

11. FORCE MAJEURE

11.1 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 that party. 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.

11.2 [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 parties shall agree on a reasonable payment for all Works completed up to the date of termination, which payment shall take into account any prior contractual obligations and the extent to which payment shall take into account any prior contractual obligations of this Agreement.]

12. TERMINATION

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

12.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement, and the Terminating Party, if capable of remedy, is not satisfied that the Other Party has remedied the failure within a reasonable time after notice of such failure from the Terminating Party;

12.1.2 the Other Party has become insolvent or liquidation either voluntary or compulsory or has been dissolved or the purposes of bona fide corporate

- reconstruction of the whole
- 12.2 If the Main Contractor appoints a receiver is appointed in respect of the whole of the project, the Sub-Contractor shall automatically;
- 12.2.1 this Agreement shall be terminated; notify the Sub-Contractor of the termination;
- 12.2.2 the Contractor shall leave the site.
- 12.2.3 the Sub-Contractor shall leave the site.
- 12.3 [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.]
- 12.4 The termination of this Agreement shall be without prejudice to any rights, claims or damages which have already accrued to either party under this Agreement.
13. **DISPUTE RESOLUTION**
- 13.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:
- 13.1.1 the parties shall refer the dispute to a request made by the other party to the appointed representative;
- 13.1.2 either party may refer the dispute to adjudication in accordance with the Scheme for Construction Disputes (England and Wales) Regulations 1998;
- 13.1.3 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, 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.
14. **MISCELLANEOUS**
- 14.1 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 hereby cancelled as from the date of this Agreement and such prior agreements are hereby acknowledged they have no effect in relation to this Agreement.
- 14.2 Any notice to be sent by either party on the other shall be sent by post to the address shown in this Agreement or to such other address as the party 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.
- 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 shall include the plural and vice versa, and a reference to a body corporate shall include a reference to a body corporate or an unincorporated association.
- 14.5 The parties agree that the Contractor has no liability to a party to this Agreement has no liability to the Sub-Contractor for any loss or damage suffered by the Sub-Contractor as a result of the Contractor's failure to comply with the terms of this Agreement.

right arising solely by
to enforce any term

(Rights of Third Parties) Act 1999

15. **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement shall be governed by the laws of England and Wales and any dispute concerning its interpretation or performance shall be adjudicated in that jurisdiction.

laws of England and Wales and any
n shall be adjudicated in that

IN WITNESS WHEREOF this Agreement has been
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>>

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>>

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