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CONSTRUCTION AGREEMENT
(FIXED SUM, INSURANCE, NO 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 any information, whether in writing or otherwise, which is disclosed to or received by the Contractor pursuant to or in connection with this Agreement, 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 comprised in the <<Main Contract Works>>;

'Works' means the works comprised 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 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 Con
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 such 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 Contractor shall comply with the provisions 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 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 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 price for the Works shall be payable on a monthly basis with a final payment on completion in accordance with the provisions below.
- 7.2 Interim payments shall be made on a monthly basis with a final payment on completion in accordance with the provisions below.
- 7.3 After the end of the month of commencement of the Works and thereafter at one month intervals the Sub-Contractor shall submit an invoice to the Contractor.
- 7.4 The amount invoiced shall be the amount of the work that has been carried out. The invoice must state the amount of work that has been done and the goods and materials used.
- 7.5 The Contractor shall pay the amount of the invoice within 14 days of receipt of the invoice.
- 7.6 All payments made by the Contractor shall be expressed exclusive of any

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Value Added Tax charged

7.7 If the Contractor has not paid the amount due by the due date the Contractor shall pay the Sub-Contractor interest at the rate of 5% per annum above the base rate of Barclays Bank plc from the due date until the payment is received.

7.8 No further payment shall be made by the Contractor for the Works over and above the consideration in this clause and without limitation 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, for a period of <<insert time period>> following 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 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>> following the termination or expiry of this Agreement, solicit or induce any clients and/or employees with which the Sub-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.]

DATA PROTECTION [.] [SHARING OF INFORMATION]

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 applicable to data protection and privacy, including but not limited to, the UK GDPR (the retained version of the EU law (Regulation (EU) 2016/679), and the Data Protection Act 2018 (and regulations made thereunder) and the Data Protection Regulations of England and Wales, Scotland, and Northern Ireland.

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

9.3 For complete details of the collection, processing, storage, and retention of personal data, see the Data Protection Policy, which is not limited to, the purpose(s) for

by the due date the Contractor shall pay the Sub-Contractor interest at the rate of 5% per annum above the base rate of Barclays Bank plc from the due date until the payment is received.

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[The Sub-Contractor shall not, for a period of <<insert time period>> following 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 or on a per-client basis upon receipt of a written request from the Sub-Contractor.]

[The Sub-Contractor shall not, for a period of <<insert time period>> following the termination or expiry of this Agreement, solicit or induce any clients and/or employees with which the Sub-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.]

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which personal data of the Other Party's (and its subsidiaries') personal data shared with the Other Party pursuant to the Privacy Notice of the Other Party.

9.4 For the purpose of the Data Processing Agreement, the Other Party shall provide to the Other Party a copy of the Privacy Notice of the Other Party.

9.5 [All personal data to be shared with the Other Party under this Agreement shall be subject to the Data Processing 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 subject to the Data Processing Agreement entered into on <<insert date>> pursuant to this Agreement.]

9. CONFIDENTIALITY

9.1 Except as provided in this Agreement, each party shall keep confidential and [for <<insert period>>] after the termination or expiration of this Agreement, all Confidential Information received from the other party, in writing or otherwise, which is marked as Confidential Information or which, if done by that party, would be a breach of the Confidentiality obligations set forth in Clauses 10.1.1 to 10.1.4 above.

9.1.1 keep confidential and [for <<insert period>>] after the termination or expiration of this Agreement, all Confidential Information received from the other party, in writing or otherwise, which is marked as Confidential Information or which, if done by that party, would be a breach of the Confidentiality obligations set forth in Clauses 10.1.1 to 10.1.4 above.

9.1.2 not disclose Confidential Information to any other party;

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

9.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information to any other party;

9.1.5 ensure that Confidential Information is not disclosed to any other party, officers, employees, agents, subcontractors or consultants, which, if done by that party, would be a breach of the Confidentiality obligations set forth in Clauses 10.1.1 to 10.1.4 above.

9.2 Either party may:

9.2.1 disclose any Confidential Information to:

a) any subsidiary or affiliate of that party;

b) any governmental authority or regulatory body; or

c) any other person or entity if that party or of any of the parties or bodies; provided that the disclosure is for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works), or as required by law, in which case that party shall first inform the other party in writing that the Confidential Information is confidential and that the disclosure is to any such body (including any employee or officer of any such body) and that the other party a written confidentiality undertaking should be as set forth in Clause 10.1.1 of this clause 10, to keep the Confidential Information confidential and to use it only for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works).

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 as required by law, in which case that party shall first inform the other party in writing that the Confidential Information is confidential and that the disclosure is to any such body (including any employee or officer of any such body) and that the other party a written confidentiality undertaking should be as set forth in Clause 10.1.1 of this clause 10, to keep the Confidential Information confidential and to use it only for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works).

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person or entity, if it is at the date of this Agreement, for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works).

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

or at any time
fault of that party
disclose any
knowledge.

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

10. FORCE MAJEURE

- 10.1 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. Such causes include, but are not limited to: power failure, strike, riot, insurrection, provider failure, industrial action, civil unrest, fire, flood, epidemic, pestilence, acts of terrorism, acts of war, governmental action or any other cause which is beyond the control of the party in question.

- 10.2 [In the event that a party cannot perform their obligations hereunder as a result of a force majeure event for a continuous period of <<insert period>>, the other party may terminate this Agreement by written notice at the option of the 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. Such payment shall take into account any prior contractual obligations and the party's contribution into in reliance on the performance of this Agreement.]

11. TERMINATION

- 11.1 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:

11.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and the failure has not been remedied within a reasonable time after written notice of such failure from the Terminating Party;

11.1.2 the Other Party has become insolvent or is undergoing compulsory liquidation or reconstruction or the reconstruction of the whole or a substantial part of the business;

- 11.2 If the Main Contractor terminates this Agreement automatically;

11.2.1 this Agreement shall terminate automatically;

11.2.2 the Contractor shall be notified of the termination;

11.2.3 the Sub-Contractor shall be notified to leave the site.

- 11.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination by written notice giving 28 days' notice in writing to the other party.]

- 11.4 The termination of this Agreement shall be without prejudice to any rights, claims or obligations of the parties under this Agreement.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises between the parties which cannot be resolved by

in writing, public knowledge through no fault of that party or disclosure, that party must not disclose any Confidential Information which is not public knowledge.

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

any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the party. Such causes include, but are not limited to: power failure, strike, riot, insurrection, provider failure, industrial action, civil unrest, fire, flood, epidemic, pestilence, acts of terrorism, acts of war, governmental action or any other cause which is beyond the control of the party in question.

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11.1.1 the Other Party has failed to comply with the terms and obligations of this Agreement and the failure has not been remedied within a reasonable time after written notice of such failure from the Terminating Party;

11.1.2 the Other Party has become insolvent or is undergoing compulsory liquidation either voluntary or involuntary or the reconstruction of the whole or a substantial part of the business;

11.2.1 this Agreement shall terminate automatically;

11.2.2 the Contractor shall be notified of the termination;

11.2.3 the Sub-Contractor shall be notified to leave the site.

11.3 [This Agreement may be terminated by either party at any time and without giving any reason for termination by written notice giving 28 days' notice in writing to the other party.]

11.4 The termination of this Agreement shall be without prejudice to any rights, claims or obligations of the parties under this Agreement.

12.1 If a dispute arises between the parties which cannot be resolved by

negotiations between

12.1.1 the parties shall refer any dispute arising out of or in connection with this Agreement to the other party to the dispute for its consideration and decision;

12.1.2 either party may refer any dispute arising out of or in connection with this Agreement to the Scheme for Construction Disputes (England and Wales) Regulations 1998;

12.1.3 either party may refer any dispute arising out of or in connection with this Agreement to arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitration, either party may, upon giving written notice to the other, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on the rules that may apply.

appointed representatives:

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13. MISCELLANEOUS

13.1 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 hereby cancelled as from the date of this Agreement and the parties acknowledge they have no claim against the other.

13.2 Any notice to be sent by one 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 party shall have notified to the other in writing taking effect from the date of such notification. Notices shall be deemed received 48 hours after the date of posting or emailing.

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

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

13.5 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.

13.1 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 the parties acknowledge they have no claim against the other.

13.2 Any notice to be sent by one 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 party shall have notified to the other in writing taking effect from the date of such notification. Notices shall be deemed received 48 hours after the date of posting or emailing.

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14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed by the laws of England and Wales and any dispute concerning this Agreement shall be adjudicated in that jurisdiction.

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IN WITNESS WHEREOF this Agreement has been signed and sealed before written

SIGNED by

<<Name and Title of person signing for and on behalf of <<Contractor's name

In the presence of

executed the day and year first

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Sub-Contractor>>

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 and protective clothing to be supplied by the Contractor

<<Insert list>>

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