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CONSTRUCTION SUBCONTRACTOR AGREEMENT
(INSTALMENT PAYMENT SCHEDULE, 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
- (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 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 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 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 b
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 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 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 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 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 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 contract price and without limitation no payment will 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 Interim payments shall be made to the Sub-Contractor on a monthly basis with a final payment on completion of the Works in accordance with the provisions below.

- 7.4 After the end of c...
thereafter at one m...
the Contractor.
- 7.5 The amount invoice...
The invoice must:
- 7.5.1 specify the v...
d out; and
- 7.5.2 contain a br...
ent by the Sub-Contractor and any
other worker
- 7.6 [The invoice must a...
the Sub-Contractor...
pursuant to clause 7
- 7.7 The Contractor sha...
receipt of the invoic
- 7.8 All payments made...
Value Added Tax ch
- 7.9 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-Contractor...
for a period of <<ins...
Agreement, provide...
<<insert radius>>...
restriction entirely...
request from the Su
- 8.2 [The Sub-Contractor...
for a period of <<ins...
Agreement, solicit a...
the Sub-Contractor...
the date of termin...
Contractor has kno...
or on a per-client...
request from the S...
any prior agreemen...
the sharing of the cl

9. DATA PROTECTION [,] [S...ESSING]

- 9.1 In this Clause 9:
- 9.1.1 "Data Prote...
from time to...
and privacy...
EU law ve...
2016/679), a...
and Northe...
(Withdrawal...
made there...
Regulations
- 9.1.2 "personal da...
as defined in the Data Protection

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Legislation;

9.1.3 "First Party"
this Agreement

9.1.4 "Other Party"
parties is not

9.2 All personal data that
held by that First Party
Legislation and the
Party.

9.3 For complete details
retention of personal data
which personal data
Other Party's (and
personal data shared
Privacy Notice of the

9.4 For the purpose of
to the Other Party of

9.5 [All personal data to
Agreement shall be
Agreement entered

9.6 ¹[All personal data
Party under this Agreement
of the Data Processing
to this Agreement.

9. CONFIDENTIALITY

9.1 Except as provided
party, each party shall
and [for <<insert period>>

9.1.1 keep confidential

9.1.2 not disclose

9.1.3 not use any
contemplated

9.1.4 not make any
any Confidential

9.1.5 ensure that
contractors or
be a breach

9.2 Either party may:

9.2.1 disclose any

a) any such

b) any general

c) any specific
aforementioned

to such extent

instance, either one of the parties to

for instance, whichever one of the

will be collected, processed, and
the provisions of Data Protection
Protection Legislation of the Other

collection, processing, storage, and
not limited to, the purpose(s) for
or bases for using it, details of the
s and how to exercise them, and
the Other Party should refer to the

Notice of a First Party is available
Party.

Party with the Other Party under this
with the terms of the Data Sharing
pursuant to this Agreement.]

First Party on behalf of the Other
used in accordance with the terms
into on <<insert date>> pursuant

authorised in writing by the other
the continuance of this Agreement
termination:

information;

information to any other party;

information for any purpose other than as
terms of this Agreement;

in any way or part with possession of

officers, employees, agents, sub-
which, if done by that party, would
Clauses 10.1.1 to 10.1.4 above.

to:

of that party;

authority or regulatory body; or

of that party or of any of the
bodies or bodies;

for the purposes contemplated by

¹ See the notes about Clause 9 in the information.

this Agreement (the "Works"), or a part of the Works, or a part of the person, or a part of the Confidential Information, is confidential under clause 9.2.2. The party shall obtain and undertake to keep the Confidential Information as nearly as possible in the same state of Confidentiality for which the

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, or at any fault of that party, or disclose any Confidential Information which is not public 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 results from any cause that is beyond the reasonable control of the 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.

10.2 [In the event that a party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other party shall terminate this Agreement by written notice at the time of such termination, the parties shall agree to a reasonable payment for all Works completed up to the date of termination, which payment shall take into account any prior contractual obligations of this Agreement.]

11. TERMINATION

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

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

11.1.2 the Other Party is in liquidation either voluntary or compulsory, or the receiver of bona fide corporate reconstruction is appointed in respect of the whole or a substantial part of the whole of the assets of the Other Party;

11.2 If the Main Contract is terminated, this Agreement shall terminate automatically;

11.2.1 this Agreement shall terminate automatically;

limited to, the carrying out of the Works, or a part of the Works, or a part of the person, or a part of the Confidential Information, is confidential under clause 9.2.2. The party shall obtain and undertake to keep the Confidential Information as nearly as possible in the same state of Confidentiality for which the

any purpose, or disclose it to any other person, or at any time, or at any fault of that party, or disclose any Confidential Information which is not public knowledge.

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

any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of the 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.

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

11.1.2 the Other Party is in liquidation either voluntary or compulsory, or the receiver of bona fide corporate reconstruction is appointed in respect of the whole or a substantial part of the whole of the assets of the Other Party;

11.2 If the Main Contract is terminated, this Agreement shall terminate automatically;

11.2.1 this Agreement shall terminate automatically;

- 11.2.2 the Contractor shall notify the Sub-Contractor of the termination;
- 11.2.3 the Sub-Contractor shall leave the site.
- 11.3 [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.]
- 11.4 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.
- 12. DISPUTE RESOLUTION**
- 12.1 If a dispute arises between the parties which cannot be resolved by negotiations between appointed representatives:
- 12.1.1 the parties shall agree to refer the dispute to a request made by the other party to the appointed representatives;
- 12.1.2 either party may refer the dispute to adjudication in accordance with the Scheme for Construction Adjudication (England and Wales) Regulations 1998;
- 12.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996. If 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 of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on the rules that may apply.
- 13. MISCELLANEOUS**
- 13.1 This Agreement constitutes the entire agreement between the Sub-Contractor and the Contractor and shall supersede 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 by the parties to have no effect.
- 13.2 Any notice to be sent by either party to the other shall be sent by prepaid recorded delivery or by email and shall have notified to the other in writing taking effect on the date of the email or the date of the letter or Agreement, and shall be deemed received 48 hours after the date of the email or the date of the letter or Agreement.
- 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 otherwise requires, words in the singular include the plural and vice versa, and a reference to a body corporate includes a reference to a body corporate and to an unincorporated body.
- 13.5 The parties agree that the right arising solely by virtue of this Agreement to enforce any term of this Agreement shall be enforceable by a party to this Agreement has no effect (Rights of Third Parties) Act 1999.
- 14. GOVERNING LAW AND JURISDICTION**
- 14.1 This Agreement shall be governed by the laws of England and Wales and any

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>>

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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