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CONSTRUCTION SUBCONTRACTOR AGREEMENT
(INSTALMENT PAYMENT SCHEDULE, 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 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 the works <<Main contract works>>;
- 'Works' means the works <<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 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 an
 - 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

skilled 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 shall be of a satisfactory quality.
- 5.3 The Contractor shall supply all tools, equipment and machinery, safety equipment and protective clothing 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 proceedings in respect of the same:
- 6.1.1 arises out of the Works; and
- 6.1.2 is due to the statutory duty, 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 proceedings in respect of the same where such injury or damage whatsoever to any property:
- 6.2.1 arises out of the Works; and
- 6.2.2 is due to the statutory duty, 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 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 are evidenced by receipts and are evidenced by the 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 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... commencement of the Works and thereafter at one m... Contractor shall submit an invoice to the Contractor.
- 7.5 The amount invoice... the work that has been carried out. The invoice must:
- 7.5.1 specify the v... d out; and
- 7.5.2 contain a br... nt by the Sub-Contractor and any other worker
- 7.6 [The invoice must a... goods and materials provided by the Sub-Contractor pursuant to clause 7... s claimed by the Sub-Contractor
- 7.7 The Sub-Contractor... ces that in aggregate account for more than <<e.g. 9... nt due to the Sub-Contractor until the date 4 months... on of the Works or (if later) one month after any de... Contractor under clause 3.4 have been rectified (the “
- 7.8 After the Final Payn... actor shall submit an invoice to the Contractor for the... due. The invoice must contain a certificate that all de... -Contractor under clause 3.4 have been rectified.
- 7.9 The Contractor sha... d in the invoices within 14 days of receipt of the invoic
- 7.10 All payments made... are expressed exclusive of any Value Added Tax ch
- 7.11 If the Contractor ha... e by the due date the Contractor shall pay the Sub-C... amount due at the rate of 5% per annum above the b... ing of Barclays Bank plc from the due date until the p

8. NON-COMPETITION AND

- 8.1 [The Sub-Contractor... course of carrying out the Works or for a period of <<ins... ng the termination or expiry of this Agreement, provide... mpetitor of the Contractor [within <<insert radius>>... [The Contractor may waive this restriction entirely... basis upon receipt of a written request from the Su
- 8.2 [The Sub-Contractor... course of carrying out the Works or for a period of <<ins... ng the termination or expiry of this Agreement, solicit a... ents and/or employees with which the Sub-Contractor... the <<insert time period>> prior to the date of termin... other clients of which the Sub-Contractor has know... may waive this restriction entirely or on a per-client... basis upon receipt of a written request from the S... er may be given if it shall violate any prior agreemen... or and the client in question as to the sharing of the cl

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

- 9.1 In this Clause 9:
- 9.1.1 “Data Prote... all applicable legislation in force

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from time to time and privacy and EU law (the Data Protection Regulation ((EU) 2016/679), and the Data Protection Act 2018 (and regulations made thereunder and Electronic Communications Regulations

freedom applicable to data protection and, to, the UK GDPR (the retained Data Protection Regulation ((EU) 2016/679), and the Data Protection Act 2018 (and regulations made thereunder and Electronic Communications

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

as defined in the Data Protection

9.1.3 "First Party" in this Agreement

instance, either one of the parties to

9.1.4 "Other Party" in this Agreement, whichever one of the parties is not the First Party

for instance, whichever one of the

9.2 All personal data that is collected, processed, and held by that First Party shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.

will be collected, processed, and held by that First Party shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other

9.3 For complete details of the collection, processing, storage, and retention of personal data, which personal data is collected, processed, stored, or retained by the Other Party's (and its subsidiaries') and how to exercise them, and details of the personal data shared with the Other Party should refer to the Privacy Notice of the Other Party.

collection, processing, storage, and retention of personal data, which personal data is collected, processed, stored, or retained by the Other Party's (and its subsidiaries') and how to exercise them, and details of the personal data shared with the Other Party should refer to the

9.4 For the purpose of this Agreement, the Privacy Notice of a First Party is available to the Other Party on behalf of the First Party.

Privacy Notice of a First Party is available to the Other Party on behalf of the First Party.

9.5 [All personal data that is collected, processed, stored, or retained by the Other Party under this Agreement shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.]

Party with the Other Party under this Agreement shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.]

9.6 ¹[All personal data that is collected, processed, stored, or retained by the Other Party under this Agreement shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.]

First Party on behalf of the Other Party shall be subject to the provisions of Data Protection Legislation and the Data Protection Legislation of the Other Party.]

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:

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

10.1.1 keep confidential the information;

information;

10.1.2 not disclose the information to any other party;

information to any other party;

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

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

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

any way or part with possession of the Confidential Information;

10.1.5 ensure that the Confidential Information of the other party, its officers, employees, agents, subcontractors or contractors does not become a breach of the Confidential Information.

officers, employees, agents, subcontractors or contractors does not become a breach of the Confidential Information. Clauses 10.1.1 to 10.1.4 above.

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

10.2 Either party may:

10.2.1 disclose any

- a) any s
 - b) any g
 - c) any
- afore

to such exte
this Agreem
(Works), or a
the person,
is confidenti
under clause
obtain and
undertaking
nearly as p
Confidential
for which the

10.2.2 use any Cor
other person
or at any tim
fault of that p
disclose any
knowledge.

10.3 The provisions of t
their terms, notwiths

11. FORCE MAJEURE

11.1 No party to this Ag
their obligations wh
beyond the reasona
limited to: power fa
unrest, fire, flood,
governmental action
in question.

11.2 [In the event that a
hereunder as a res
period>>, the other
written notice at the
parties shall agree
completed up to the
any prior contractua
of this Agreement.]

12. TERMINATION

12.1 This Agreement ma
with immediate effe
Party") if:

12.1.1 the Other Pa
of this Agre

to:

of that party;

thority or regulatory body; or

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

for the purposes contemplated by
limited to, the carrying out of the
ch case that party shall first inform
n that the Confidential Information
e disclosure is to any such body
oyee or officer of any such body)
party a written confidentiality
n. Such undertaking should be as
of this clause 10, to keep the
and to use it only for the purposes

any purpose, or disclose it to any
it is at the date of this Agreement,
hes, 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.

any failure or delay in performing
ay results from any cause that is
Such causes include, but are not
vider failure, industrial action, civil
acts of terrorism, acts of war,
is beyond the control of the party

t cannot perform their obligations
r a continuous period of <<insert
tion terminate this Agreement by
the event of such termination, the
sonable payment for all Works
ch payment shall take into account
nto in reliance on the performance

er party (the "Terminating Party")
ice to the other party (the "Other

mply with the terms and obligations
e, if capable of remedy, is not

- remedied within 14 days of receipt of written notice of such failure from the Terminating Party.
- 12.1.2 the Other Party shall be liable for any loss or liquidation either voluntary or compulsory or for any reconstruction or reconstruction of the whole or part of the site.
- 12.2 If the Main Contractor terminates this Agreement automatically;
- 12.2.1 this Agreement shall be terminated automatically;
- 12.2.2 the Contractor shall notify the Sub-Contractor of the termination;
- 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 the parties, the dispute shall be referred to the appointed representatives:
- 13.1.1 the parties shall agree on a representative to a request made by the other party to the representative;
- 13.1.2 either party may refer the dispute to adjudication in accordance with the Scheme for Construction Adjudication (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 arbitrator(s), 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 shall supersede any prior agreement between the Sub-Contractor and the Contractor and such prior agreements are hereby cancelled as from the date of this Agreement. The parties acknowledge they have no previous agreement.
- 14.2 Any notice to be sent by one party to the other shall be sent by prepaid recorded delivery 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 the context otherwise requires, words in the singular

include the plural and gender, and a reference to a body corporate and to an unincorporated association.

- 14.5 The parties agree that the right arising solely by virtue of this Agreement to enforce any term of the Agreement shall be exercisable by the party to this Agreement who has no right of enforcement under the (Rights of Third Parties) Act 1999.

15. GOVERNING LAW AND JURISDICTION

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

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

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

In the presence of
<<Name & Address of Witness>>

SIGNED by

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

In the presence of
<<Name & Address of Witness>>

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 and protective clothing to be supplied by the Contractor

<<Insert list>>

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