

S

A

M

LONGER FORM CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES BY CONTRACTOR AGREEMENT
(FIXED SUM, INSTALMENT PAYMENT BY CONTRACTOR, WITH PAYMENT ON NOTICE)

P

L

E

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 any information, data or other material, in whatever form, in which the Contractor is or may be engaged, in connection with the performance of the Works, which is disclosed to the Sub-Contractor pursuant to or in connection with this Agreement, in writing or any other medium, and which is expressly stated to be confidential

'Main Contract' means the contract entered into on <<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 specified in <<Main Contract Works>>;

'Works' means the works specified 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 carried out 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 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 its terms.
- 2.7 The grant and acceptance of this Agreement do not create any mutual

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 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 provide all tools, equipment and machinery, safety equipment and protective clothing as specified in Part 4 of the Schedule.
- 5.4 The Contractor shall comply with the Construction (Design and Management) Regulations 2015 and the site.
6. **VARIATIONS**
- 6.1 If the Contractor wishes to vary the Works the Contractor shall notify the Sub-Contractor in writing.
- 6.2 The Sub-Contractor shall agree or disagree to reasonable variations notified by the Contractor.
- 6.3 The Sub-Contractor shall agree a reasonable price determined by the Contractor for the variations and the price shall reflect any losses or expenses incurred by the Contractor due to the variations.
7. **LIABILITY, INDEMNITY AND INSURANCE**
- 7.1 The Sub-Contractor shall indemnify the Contractor in respect of any liability, damages, loss, claims or proceedings in respect of the Works caused by the carrying out of the Works; and
- 7.1.1 arises out of the performance of the Works; and
- 7.1.2 is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible.
- 7.2 The Sub-Contractor shall indemnify the Contractor in respect of any liability, damages, loss, claims or proceedings in respect of the Works caused by the carrying out of the Works; and
- 7.2.1 arises out of the performance of the Works; and
- 7.2.2 is due to the negligence, omission or default of the Sub-Contractor or agents or any person for whom the Sub-Contractor is responsible.
- 7.3 [The total liability of the Sub-Contractor under clauses 7.1 and 7.2 shall be limited to £<<sum>>]
- 7.4 The Sub-Contractor shall maintain professional indemnity and public liability insurance cover for the full term of the Works and all or any part of the Works and shall be able to provide evidence of the insurance cover to the Contractor on request.
8. **EXTENSIONS OF TIME**
- 8.1 If completion of the Works is delayed by reasons beyond the control of the Sub-Contractor, the Contractor shall be notified in writing and the Contractor shall give an appropriate extension of time.

S

A

10. PAYMENTS TO THE SUB

M

P

L

E

10.14 If the Contractor has not paid the Sub-Contractor by the due date, the Contractor shall pay interest on the amount due at the rate of 5% per annum above the base rate for the time being of the Bank of England until the payment is received.

10.15 No further payment shall be made by the Contractor above the consideration for the Works and without limitation no payment will be made by the Contractor in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.

11. NON-COMPETITION AND

11.1 [The Sub-Contractor shall not, for a period of <<insert time period>> after 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 on a case-by-case basis upon receipt of a written request from the Sub-Contractor.]

11.2 [The Sub-Contractor shall not, for a period of <<insert time period>> after the termination or expiry of this Agreement, solicit or attempt to solicit the business of any clients or other clients of which the Sub-Contractor has knowledge prior to the date of termination of this Agreement or on a per-client basis upon receipt of a written request from the Sub-Contractor.] [The Contractor may waive this restriction entirely on a case-by-case basis upon receipt of a written request from the Sub-Contractor.]

12. DATA PROTECTION [,] [SOLICITING]

12.1 In this Clause 12:

12.1.1 "Data Protection Legislation" means all applicable legislation in force in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as amended thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

12.1.2 "personal data" means personal data as defined in the Data Protection Legislation;

12.1.3 "First Party" means the Contractor in this Agreement; and

12.1.4 "Other Party" means any party other than the Contractor or the First Party; and

12.2 All personal data shall be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights of the Other Party.

12.3 For complete details of the collection, processing, storage, and retention of personal data, the Contractor shall provide to the Other Party, upon request, the purpose(s) for which personal data is used, the details of the Other Party's use of the personal data, and personal data sharing with any third parties' rights.

full of any sum due to the Sub-Contractor shall pay the Sub-Contractor interest on the amount due at the rate of 5% per annum above the base rate for the time being of the Bank of England until the payment is received.

Contractor for the Works over and above the consideration for the Works and without limitation no payment will be made by the Contractor in respect of any goods, materials or other expenses incurred by the Sub-Contractor in carrying out the Works.

course of carrying out the Works or after 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 on a case-by-case basis upon receipt of a written request from the Sub-Contractor.]

course of carrying out the Works or after the termination or expiry of this Agreement, solicit or attempt to solicit the business of any clients and/or employees with which the Sub-Contractor has knowledge prior to the <<insert time period>> prior to the date of termination of this Agreement or on a per-client basis upon receipt of a written request from the Sub-Contractor.] [The Contractor may waive this restriction entirely on a case-by-case basis upon receipt of a written request from the Sub-Contractor.]

ESSING]

all applicable legislation in force in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as amended thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

as defined in the Data Protection Legislation;

stance, either one of the parties to this Agreement; and

ar instance, whichever one of the parties is not the First Party;

will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights of the Other Party.

lection, processing, storage, and retention of personal data, the Contractor shall provide to the Other Party, upon request, the purpose(s) for which personal data is used, the details of the Other Party's use of the personal data, and personal data sharing with any third parties' rights.

(where applicable), the Other Party.

12.4 For the purpose of Clause 12.3, any personal data of a First Party on request to that First Party.

12.5 [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 Clause 12.3.]

12.6 ¹[All personal data to be processed on behalf of the Other Party under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into on <<insert date>> pursuant to Clause 12.3.]

13. CONFIDENTIALITY

13.1 Except as provided in Clause 13.2, each party shall keep confidential and [for <<insert period>>] after the termination or expiration of this Agreement:

13.1.1 keep confidential the Confidential Information;

13.1.2 not disclose the Confidential Information to any other party;

13.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;

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

13.1.5 ensure that any subcontractors or agents of the party do not disclose or use Confidential Information in a way which would constitute a breach of this Agreement.

13.2 Either party may:

13.2.1 disclose any Confidential Information to:

a) any subcontractor or agent of that party;

b) any government authority or regulatory body; or

c) any other body of that party or of any of the subcontractors or agents of that party or of any of the subcontractors or agents of that party;

provided that the disclosure is for the purposes contemplated by this Agreement (including for the purposes of carrying out the Works), or as required by law, and that the person, to whom the Confidential Information is disclosed, is bound by a written confidentiality undertaking which is at least as stringent as the confidentiality obligations under clause 13.1. Such undertaking should be as stringent as the obligations of this clause 13, to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information was disclosed.

13.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, other than as permitted in the absence of fault of that party.

¹ See the notes about Clause 12 in the information sheet.

- disclose any Information which is not public knowledge.
- 13.3 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
14. **FORCE MAJEURE**
- 14.1 No party to this Agreement shall be liable for any failure or delay in performing their obligations when such failure or delay results from any cause that is beyond the reasonable control of the party. Such causes include, but are not limited to: power failure, strike, riot, provider failure, industrial action, civil unrest, fire, flood, terrorism, acts of war, acts of terrorism, acts of war, governmental action or any other cause which is beyond the control of the party in question.
- 14.2 [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. Such payment shall take into account any prior contractual obligations and the party's contribution into in reliance on the performance of this Agreement.]
15. **TERMINATION**
- 15.1 This Agreement may be terminated by either party (the "Terminating Party") with immediate effect to the other party (the "Other Party") if:
- 15.1.1 the Other Party fails to comply with the terms and obligations of this Agreement and the failure is not remedied within a reasonable time after notice of such failure from the Terminating Party;
- 15.1.2 the Other Party is in liquidation or compulsory reconstruction or a receiver is appointed in respect of the whole or substantially the whole of the assets of the Other Party;
- 15.2 If the Main Contractor terminates this Agreement automatically;
- 15.2.1 this Agreement shall terminate automatically;
- 15.2.2 the Contractor shall notify the Sub-Contractor of the termination;
- 15.2.3 the Sub-Contractor shall leave the site.
- 15.3 [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.]
- 15.4 The termination of this Agreement shall be without prejudice to any rights, claims or obligations of the parties under this Agreement.
16. **DISPUTE RESOLUTION**
- 16.1 If a dispute arises between the parties which cannot be resolved by negotiations between their appointed representatives:

16.1.1 the parties shall refer any dispute to the other party to the dispute for resolution;

16.1.2 either party may refer the dispute to adjudication in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998;

16.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998. In the event that the parties are unable to agree on the appointment of an 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(s) and for any decision on the rules that may apply.

16.1.1 the parties shall refer any dispute to the other party to the dispute for resolution;

16.1.2 either party may refer the dispute to adjudication in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998;

16.1.3 either party may refer the dispute to arbitration in accordance with the Arbitration Scheme for Construction Disputes (England and Wales) Regulations 1998. In the event that the parties are unable to agree on the appointment of an 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(s) and for any decision on the rules that may apply.

17. MISCELLANEOUS

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

17.2 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.

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

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

17.5 The parties agree that the Contractor shall have the right arising solely by virtue of this Agreement to enforce any term of this Agreement.

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

17.2 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.

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

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

17.5 The parties agree that the Contractor shall have the right arising solely by virtue of this Agreement to enforce any term of this Agreement.

18. GOVERNING LAW AND JURISDICTION

18.1 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.

18.1 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 signed and written 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>>

executed the day and year first

SIGNED by

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

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

S

A

M

P

L

E

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>>

1.

L

E