

# UK CONSTRUCTION CONTRACT AGREEMENT

Project Location: \_\_\_\_\_ Contract Number: \_\_\_\_\_

## Parties to the Contract:

Employer (Client) Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Employer Contact (Phone/Email): \_\_\_\_\_

## Contractor Information:

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Contact (Phone/Email): \_\_\_\_\_

## Project Details:

Description of Works: \_\_\_\_\_

Site Address: \_\_\_\_\_

## Contract Sum and Payment:

Total Contract Sum: \_\_\_\_\_ GBP

Payment Terms and Schedule: \_\_\_\_\_

## Clause 1 – Definitions

In this Contract, unless the context otherwise requires, the following words and expressions have the meanings assigned to them: the 'Employer' means the party commissioning the Works, the 'Contractor' means the party carrying out the Works, the 'Works' means the construction works described herein, and the 'Contract Sum' means the agreed amount payable under this Contract.

## Clause 2 – Scope of Works

The Contractor shall carry out and complete the Works described in the Project Details section and any associated documents, specifications and drawings forming part of this Contract, in accordance with good industry practice and all applicable laws and regulations.

## Clause 3 – Commencement and Completion

The Contractor shall commence the Works promptly upon receipt of written instruction from the Employer and shall achieve Practical Completion within the timeframe agreed between the parties, subject to extensions for causes beyond the Contractor's reasonable control.

## Clause 4 – Contract Sum and Variations

The Contract Sum is as stated above and shall be subject to adjustments only in accordance with agreed variations made in writing between the parties. No additional works shall be performed or payments made without prior written agreement.

## Clause 5 – Payment

Payments shall be made by the Employer to the Contractor in accordance with the Payment Terms and Schedule. The

Employer shall not unreasonably withhold or delay payments due. Any undisputed sums not paid within the agreed period shall bear interest at the statutory rate.

**Clause 6 – Contractor’s Obligations**

The Contractor shall execute the Works with all due skill, care, and diligence and shall comply with all relevant health, safety, and environmental legislation. The Contractor shall ensure all materials and workmanship are of satisfactory quality.

**Clause 7 – Employer’s Obligations**

The Employer shall provide access to the Site and necessary information to enable the Contractor to carry out the Works and shall make payments as stipulated in this Contract.

**Clause 8 – Insurance**

The Contractor shall maintain adequate insurance cover including public liability and employer’s liability insurance throughout the duration of the Works and shall provide evidence to the Employer upon request.

**Clause 9 – Indemnity**

The Contractor shall indemnify and keep indemnified the Employer against any claims, losses, damages, or expenses arising out of or in connection with the Contractor’s negligence or breach of contract.

**Clause 10 – Delay and Extensions of Time**

The Contractor shall notify the Employer of any event likely to cause delay. Extensions of time may be granted where delays arise from causes beyond the Contractor’s control, but liquidated damages shall apply for unjustified delay.

**Clause 11 – Liquidated Damages**

If the Contractor fails to achieve Practical Completion by the agreed date, the Contractor shall pay to the Employer liquidated damages as specified in the Contract particulars or as otherwise agreed.

**Clause 12 – Defects Liability Period**

The Contractor shall remedy any defects or faults in the Works which appear within the Defects Liability Period, to be agreed between the parties, at no additional cost to the Employer.

**Clause 13 – Termination**

Either party may terminate the Contract by written notice if the other party commits a material breach and fails to remedy it within a reasonable period, or in circumstances of insolvency or abandonment.

**Clause 14 – Dispute Resolution**

The parties shall attempt to resolve any disputes amicably through negotiation. Failing which, disputes shall be referred to mediation and, if unresolved, to arbitration or the courts of England and Wales.

**Clause 15 – Governing Law and Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

**Clause 16 – Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations, or understandings. Amendments must be in writing and signed by both parties.

**Clause 17 – Notices**

All notices under this Contract must be in writing and delivered by hand, recorded delivery post, or email to the

addresses specified by the parties.

**Clause 18 – Health and Safety**

The Contractor shall comply with all health and safety legislation and ensure the safety of all persons on the Site, taking all necessary precautions.

**Clause 19 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to events beyond their reasonable control including acts of God, war, strikes, or government actions.

**Clause 20 – Signatures and Counterparts**

This Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Signatures may be electronic.

**EMPLOYER'S SIGNATURE**

**CONTRACTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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