

CONSTRUCTION AGREEMENT

Project Location: _____ Agreement Date: _____

Client Information:

Full Name or Company Name: _____

Address: _____

Contact Phone/Email: _____

Contractor Information:

Full Name or Company Name: _____

Address: _____

Contact Phone/Email: _____

Project Details:

Description of Work: _____

Project Location (if different): _____

Estimated Project Duration: _____

Contract Price and Payment Terms:

Total Contract Price: _____ GBP

Payment Schedule and Method: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them: 'Client' means the party commissioning the construction work; 'Contractor' means the party undertaking the construction work; 'Works' means the construction services and related tasks described herein.

Clause 2 – Scope of Work

The Contractor agrees to perform the construction services detailed in the Project Details section of this Agreement in a professional and workmanlike manner, conforming to all applicable laws, regulations, and industry standards within the United Kingdom.

Clause 3 – Contract Price

The Client shall pay the Contractor the Total Contract Price as consideration for the full and proper performance of the Works. The price is fixed and inclusive of all taxes, duties, and costs unless otherwise expressly stated.

Clause 4 – Payment Terms

Payments shall be made by the Client to the Contractor according to the agreed Payment Schedule and Method. Any late payments shall bear interest at the statutory rate applicable under UK law. The Contractor reserves the right to suspend Works if payments are overdue.

Clause 5 – Variations

Any changes or additions to the Works must be documented in writing and signed by both parties as Variations. The contract price and schedule may be adjusted accordingly based on agreed terms.

Clause 6 – Time for Completion

The Contractor shall commence the Works on receipt of a written instruction or notice to proceed and shall complete the Works within the Estimated Project Duration, subject to extensions granted for causes beyond the Contractor's control.

Clause 7 – Delay and Extensions

Neither party shall be liable for delays caused by force majeure events or other causes beyond reasonable control. Extensions of time shall be agreed in writing and added to the contract schedule.

Clause 8 – Client's Obligations

The Client shall provide all necessary access, approvals, and information required for the Contractor to perform the Works. Failure to do so may entitle the Contractor to an extension of time or additional compensation.

Clause 9 – Contractor's Obligations

The Contractor shall carry out the Works with due skill, care, and diligence, comply with all legal and regulatory requirements, and keep the site safe and secure.

Clause 10 – Health and Safety

Both parties agree to comply with all applicable health and safety legislation. The Contractor shall implement appropriate safety measures and notify the Client of any hazards.

Clause 11 – Subcontractors

The Contractor may engage subcontractors to perform parts of the Works, provided the Contractor remains responsible for the subcontractors' acts and omissions.

Clause 12 – Insurance

The Contractor shall maintain appropriate insurance cover for public liability, employers' liability, and professional indemnity as required by UK law and industry practice.

Clause 13 – Inspection and Acceptance

The Client shall have the right to inspect the Works at reasonable times. Acceptance shall occur upon completion, subject to any defects notified within a reasonable period.

Clause 14 – Defects Liability

The Contractor shall remedy any defects reported by the Client within the Defects Liability Period specified in the attached Schedule; if none, then within a reasonable time.

Clause 15 – Termination

Either party may terminate this Agreement by written notice if the other party materially breaches any term and fails to remedy such breach within a reasonable time. Termination shall be without prejudice to any accrued rights.

Clause 16 – Liability and Indemnity

The Contractor's liability for direct loss or damage arising under this Agreement shall be limited to the contract price. Neither party shall be liable for consequential or indirect losses. Each party indemnifies the other against claims arising from their respective negligence or breach.

Clause 17 – Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond their control, including but not limited to acts of God, war, strikes, or government restrictions.

Clause 18 – Confidentiality

Each party shall keep confidential all information obtained in connection with this Agreement and shall not disclose it to third parties without prior written consent, except as required by law.

Clause 19 – Governing Law and Jurisdiction

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

Clause 20 – Entire Agreement

This Agreement, including all Schedules and documents incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

Clause 21 – Notices

Any notice required or permitted under this Agreement shall be in writing and delivered by hand, first-class post, or reputable courier to the addresses stated herein, or as otherwise notified in writing.

Clause 22 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Clause 23 – Waiver

No failure or delay in exercising any right shall operate as a waiver, nor shall any single or partial exercise preclude other or further exercise of that right.

Clause 24 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all constitute one and the same instrument.

Clause 25 – Signatures

The parties have executed this Agreement as a deed on the date set out above by their duly authorised representatives.

CLIENT'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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