

IN-SGAcst18

Small works construction contract for client

This agreement is dated: [Date]
It is made between [Contractor's name]
of [Address] ("The Contractor")
And [Client name]
of [Address] ("The Client")

Background

The purpose of this agreement is to regulate the relationship between the Client and the Contractor

The terms of this Agreement are:

1. Definitions that apply to this agreement

"Assignment"	means the work to be done under this contract as fully described in the Specification, or, where the context permits, work which may
"Confidential Information"	means all information about the parties to this agreement. That includes their business information and all information about every aspect
"Intellectual Property"	means intellectual property owned by the Client, of every sort, and including, among others, designs, copyrights, software, domain names, discoveries, Know-
"Know-how"	means methods, procedures and ways of working and organising which are
"Specification"	means a detailed specification of the

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person includes a human individual, a corporate entity and any organisation
- 2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.3. All money sums mentioned in this agreement are calculated net of GST, which
- 2.4. In entering into this contract the Contractor has not relied on any

3. Contractor warranties

The Contractor warrants that he:

- 3.1. holds and will maintain one or more policies of insurance covering all business risks
- OR
- 3.2. will obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on the premises of the Client
 - 3.3. will work safely and in accordance with the law and
 - 3.4. will provide all necessary tools and equipment for completion of the Assignment, except [
]
 - 3.5. has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences

4. Assignments

- 4.1. All work done by the Contractor for the Client shall be treated as being subject to the terms
- 4.2. The work under each Assignment shall be set
- 4.3. So far as the Client offers one or more further Assignments to the Contractor they are deemed to
- 4.4. The Contractor may accept or decline any Assignment. Once accepted, each Assignment will
- 4.5. By accepting an Assignment the Contractor agrees
- 4.6. The Contractor acknowledges that this agreement
- 4.7. [Upon completion of any Assignment, the Contractor
]]
- 4.8. Unless otherwise stated in any Detailed Specification,

5. Contractor's obligations

The Contractor agrees that he will:

- 5.1. Accept full liability for payment of income tax and any other taxes (
)
- 5.2. Use only materials which

5.3. If, for a product to be used in any Assignment, the Specification fails to state the type, make,

5.4. At the completion of each Assignment leave the

6. Contractor's fees and expenses

6.1. Unless specified to the contrary in any Assignment, []

OR

6.2. at the rate of Rs [000] per

[000]

6.3. After the end of each month the Contractor will send an

6.4. The Contractor shall at all times maintain accurate and up-to-date records of the time

15

6.5. Each invoice submitted to the Client for time charged by

6.6. Payment will be made by [14]

6.7. Payment will be in the sum specified in the invoice less a retention of [5] %

6.8. If the Client has found any defect and

6.9. The invoice shall include whatever reasonable expenses the Contractor has incurred []
[]

OR

6.10. The Contractor will personally bear

6.11. No right of set off shall arise.

7. Use of sub-contractors

The Contractor may perform any or

7.1. first obtains the written consent

OR

7.2. first obtains the written consent of the Client

7.3. remains liable for the performance of this contract;

OR

7.4. indemnifies the Client fully against any loss or

OR

7.5. [This contract /]
[]

OR

7.6. So far as work under this [] .

OR

7.7. The sub contractor shall not sub-

8. Confidentiality

8.1. In this paragraph, "Damage" means both economic loss, loss of

" " , ,

, .

8.2. Each of the parties

:

8.2.1 divulge to any person whatever or otherwise make use of

,

;

8.2.2 post any text, nor image, nor audio-

,

,

.

8.3. The parties agree that any Damage arising directly or

.

8.4. The Client accepts personal liability for compliance with these provisions by

,

-

.

8.5. The Contractor hereby undertakes to make all employees agents and sub-contractors aware of

.

8.6. No matter how this contract ,

[]

.

9. Duration and termination

This agreement shall continue until terminated:

9.1. by one party giving [28]

;

9.2. immediately by either party if the other commits any material breach of any

30

;

9.3. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets

(

);

9.4. The Client may terminate

:

9.4.1 the Contractor is in breach

;

9.4.2 the Contractor is or becomes incompetent or

;

9.4.3 the Contractor refuses to carry

.

10. Contractor's indemnity

,

:

10.1.

.

,

- 10.2. the negligence of the Contractor; or
- 10.3. breach of this contract by the Contractor; or
- 10.4.
- 10.5.
- 10.6.
- 10.7.

11. Contractor's other work

- 11.1.
- 11.2.

12. Assignment

- 12.1.
- 12.2.

13. Uncontrollable events

13.1.

, [].

OR

13.2.

3

OR

13.3.

[],

[7]

13.4.

13.5.

13.6.

/

].

13.7.

];

13.8.

;

13.9. [30] , [,]

13.10.

13.11.

14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

14.5.

14.6.

14.7.

(
)
[/]
][
].
,

14.8.

It shall be deemed to have been delivered:

:
;
72 ;
24 ;
- : 24
-[
- .
]

14.9.

,

14.10.

14.11.

14.12.

Signed by [\[name\]](#)

On behalf of [\[Client name\]](#):

Signed by the Contractor:

Explanatory notes:

Small works construction contract for client

Paragraph Specific Notes:

Comments specific to the numbered paragraphs

1. Definitions

We have no comment.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3. Contractor warranties

You need to be safe and sure. You may think of other requirements you need in your particular assignments. Remember that if you might need in future,

4. Assignments

A full description of each assignment should be provided in a schedule (a separate document that is attached) to this document. This description of the work must be thorough.

4.1. the work to be done;

4.2. the outcomes to be expected;

4.3. the timescale and milestones;

4.4. the method of calculating ;

4.5. the hours of work or fixed price;

4.6. special requirements as to payment

This document allows for further assignments to be undertaken. It is important that

"The work described and agreed in this document will be done []:"

The second half of this clause relates to work undertaken by other people such as your employees or subcontractors. Even if work on an assignment will be done by you ,

" "

5. Contractor's obligations

Three unrelated items that do not fit elsewhere Important

6. Contractor's fees and expenses

This paragraph is something of a menu. Decide what are your terms and select or edit to fit what you want. The terms are flexible

7. Use of sub-contractors

This important issue should be covered carefully. You may fully intend that the contractor should do the work personally but what happens if he is sick

?

8. Confidentiality

In this and the following paragraph we have provided complete alternatives. We have

/

At the very -

9. Duration and termination

It is always a good

10. Contractor's indemnity

Full protection Delete as far as you decide.

11. Contractor's other work

Protection against unexpected competition

12. Assignment

Give careful thought to this. Consider the circumstances on both sides

13. Uncontrollable events

Often referred to as "force majeure"

14. Miscellaneous matters

A number of special points we have identified each of these as important

End of notes