# Building contract: small works; client version

This agreement is dated: [Date]

It is made between: [Client name]

Of [address] (the "Client")

And [Contractor's name]

Of [address] (the "Contractor")

### **Background**

The terms of this agreement are:

### 1. Definitions

"Project" means the work to be done under this contract as

fully described in the Detailed Specification, or, where the context permits, work which may ■ ■

"Confidential Information" means all information about or in connection with,

........................

"Detailed Specification" means specification of the work constituting a

Project.

### 2. Interpretation

In this agreement unless the context otherwise requires:

	a reference to a person includes a human individual, a corporate entity and any organisation ••••••••••••••••••••••••••••••••••••
2.2.	any agreement by either party not to do or omit to do something includes an obligation not to allow some
2.3.	in the context of permission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	the headings to the paragraphs and schedules (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
2.5.	all money sums mentioned in this agreement are calculated net of VAT, which
2.6.	In entering into this contract, the Contractor has not relied on $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
Con	tractor warranties
The C	Contractor warrants that he:
3.1.	
	holds and will maintain one or more policies of insurance covering all business risks
OR	·
	·
OR	will obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on the

## 4. The Project

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 Project shall be set • • • • • • • • • • • • • • • • • • •
4.3.	So far as the Client offers other Projects to the Contractor they are deemed to be regulated by
4.4.	The Contractor may accept or decline any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.5.	By accepting the Project the Contractor agrees
4.6.	The Contractor acknowledges that this agreement
	*******
4.7.	[Upon completion of any Project, the Contractor shall write
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.	fails to state the type,
5.4.	At the completion of each phase of the Project
Con	tractor's fees and expenses
6.1.	Unless specified to the contrary in any Project, the Client will pay the Contractor [[the sum of £ [ $\blacksquare$
	£[000]
6.2.	After the end of each month the Contractor will send an
6.3.	The Contractor shall at all times maintain accurate and up-to-date records of the time
	15
6.4.	Each invoice submitted to the Client for time charged by
	••••••
6.5.	Payment will be made
6.6.	Payment will be in the sum specified in the invoice less a retention of [5] % = = = = = = = = = = = = = = = = = =

	6.8.	The invoice shall include whatever reasonable expenses the Contractor has incurred
	OR	
	6.9.	The Contractor will personally bear • • • • • • • • • • • • • • • • • • •
	6.10.	No right of set off shall arise.
7	Haa	of out on the other
7.		of sub-contractors
		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;
	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	

6.7. If the Client has found any defect and

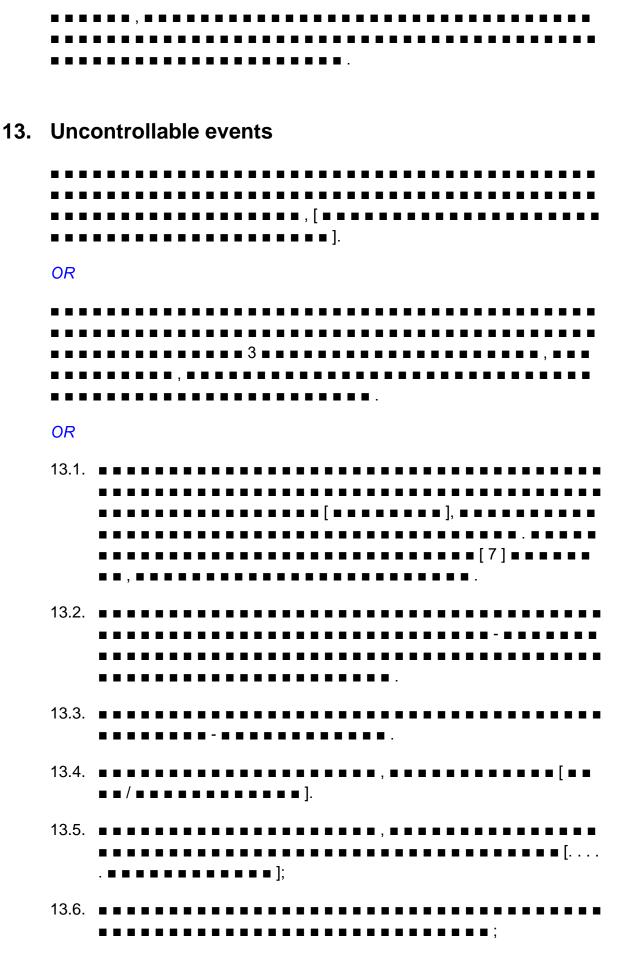
8.	Confidentiality										
		s paragraph, "Damage" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■									
	8.1.	Each party to this contract									
		8.1.1 divulge to any person whatever or otherwise make use of									
		8.1.2 post any text, nor image, nor audio-									
	8.2.	The parties agree that any Damage arising directly or									
	8.3.	Each of the Contractor and the Client undertakes to   2018									
	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									

The Contractor shall not sub-

7.7.

	8.6.	No matter how this contract ends, ••••••••••••••••••••••••••••••••••••
9.	Dur	ation and termination
	This a	agreement shall continue until terminated:
	9.1.	by either party giving [ 28 ] = = = = = = = = = = = = = = = = = =
	9.2.	immediately by either party if the other commits any material breach of any term
		<b></b> ; <b></b>
	9.3.	immediately if the Contractor is declared bankrupt or insolvent; or has taken or
	9.4.	The Client may terminate
		9.4.1 the Contractor is in breach
		9.4.2
		9.4.3
10.	Con	tractor'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.	
	10.8.	
11.	Con	tractor's other work
	•••	
12.	Ass	ignment of this contract
	•••	
	•••	



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	■. cellar														
			•••	<b>.</b> , <b>.</b>	•••	•••	• • •	,	••	••	••	•••		••	••
14.3.	:::	• • • •	• • •	 • • •				• • ·	• • •	• • •	• • •	• • •	••	•••	
						•••	, 							•••	···
14.4.		•••		 •••		::	•••	• • •	• • •	• • •	• • •		••	••	•••
14.5.	:::	•••	••.	 		••									••

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14.7.
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 It shall be deemed to have been delivered:
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   .............................
   .............................
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   ............................
   14.8.
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 ................
14.9.
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Signed by the Client [name]

Signed by the Contractor [name]

# **Schedule: Detailed Specification**

[Enter detail/ work description]

### **Explanatory notes:**

Building contract: small works: client version

### Paragraph specific notes

Notes numbering refers to paragraph numbers.

#### 1. Definitions

#### 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 projects. Remember that if you might need in future, ■ ■ ■

#### 4. The Project

A full description of each project 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 projects to be undertaken. It is important that
	"The work described and agreed in this document will be done
5.	Contractor's obligations
	We make clear that the contractor isself employed and responsible for his own taxes. Why?
	A few more items • • • • • • • • • • • • • • • • • • •
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 paragraph we have provided complete alternatives.

**Duration and termination** 

10.	Contractor's indemnity						
	A provision to						
11.	Contractor's other work						
	Protection against unexpected delay						
12.	Assignment of this contract						
	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						
	•.						
	Rights of Third Parties Act						

### **End of notes**