

ZA-SGAcst17

Small works contract for builder

This agreement is dated: [date]

It is made between [Contractor's name] of [] (“ ”)

And

[Client name] of [Address] (“ ”)

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 any piece of work or recurring work to be done from time to time by the Contractor for the Client.

4 .

“Confidential Information” means all personal and business information about the parties to this agreement. It includes among other things: information about lifestyle, family, home, staff, ();

“Specification” means a Specification of the work

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 VAT, which
- 2.4. in entering into this contract the Client has not relied on any

3. Client warranties

The Client warrants that he:

- 3.1. holds and will maintain one or more policies of insurance covering all business risks
- 3.2. will provide a safe place of work wherever the Contractor may
- 3.3. has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences
- 3.4. will arrange with his employees and contractors to facilitate the work

4. Assignments

- 4.1. All work shall be to the Specification
- 4.2. The Specification shall describe, among other data:
 - 4.2.1 the work to be done;
 - 4.2.2 the outcomes to be expected;
 - 4.2.3 the timescale and milestones;
 - 4.2.4 the method of calculating sums due ;
 - 4.2.5 the hours of work or fixed price
 - 4.2.6 special requirements as to payment.
- 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
- 4.5. By accepting an Assignment the Contractor agrees to provide staff of an appropriate level of
- 4.6. The Contractor acknowledges that this agreement imposes no obligation on the Client to
- 4.7. [Upon completion of any Assignment, the Contractor shall write a record of the work done recording any divergence .]
- 4.8. Unless otherwise stated in any Specification, the terms set

5. Contractor's fees and expenses

- 5.1. Unless specified to the contrary in any Assignment, the Client will pay the Contractor the sum []

OR

- 5.2. at the rate of R[000] per

[000]

- 5.3. After the end of each month the Contractor will send an

- 5.4. Each invoice submitted to the Client for

- 5.5. Payment of the sum specified in the

14

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

6.3. The parties agree that any Damage arising directly or

6.4. The Client accepts personal liability for compliance with these provisions by members of his family [and domestic staff] and the

6.5. No matter how this contract [] ,

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

7.5. [This contract /]
[] .

OR

7.6. So far as work under this [] .

7.7. The sub contractor shall not sub-

8. Disclaimers and limitation of liability

8.1. This paragraph

8.2. All implied conditions,

8.3. The following provisions set out the Contractor's entire ()
) :

8.3.1 any breach of ;

8.3.2 any representation statement or tortious

8.4. Any act or omission on the , ' ,

8.5. The Contractor's entire liability in respect of any Default

OR

8.6. The Contractor's entire liability in respect [0 , 000].)

8.7. The Contractor shall not be liable to the Client in respect of any Default, for loss of profits goodwill or any type ()

8.8. If several Defaults give rise to substantially

8.9. The Client agrees to give

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8.10. The Contractor shall have no liability to the Client in respect of any Default unless the Client

8.11. Nothing in this paragraph shall confer

8.12. The Contractor shall not be liable to the Client

8.13. This paragraph (and any other paragraph which excludes or)

8.14. Nothing in this agreement shall limit

9. Duration and termination

This agreement shall continue until terminated:

9.1. [28]

;

9.2.

28

;

9.3.

[30]

;

9.4.

) ()
();

9.5.

,

10. Assignment

,

:

10.1.

,

10.2.

.

11. Uncontrollable events

11.1.

, [].

OR

11.2.

[]

OR

11.3.

[],

[7]

11.4.

11.5.

11.6.

/

].

[

11.7.

[. . . .

];

11.8.

;

11.9.

[30]

, [

]

11.10.

11.11.

/

12. Miscellaneous matters

12.1.

12.2.

12.3.

12.4.

12.5.

12.6.

12.7.

12.8.

It shall be deemed to have been delivered:

;

72 ;

- : 24

. [

]

12.9.

12.10.

12.11.

Signed by [name]

On behalf of [Client name]:

Signed by the Contractor:

Explanatory notes:

Small works contract for builder

General notes

1. Umbrella agreement

This is an “umbrella” contract. It can be used as the basis for any number of specific project/assignments/contracts. We remind you

2. Tax obligations

It is important that you are aware of your tax obligations. Please

<http://www.sars.gov.za/Pages/default.aspx>

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

3. Client warranties

You need to be safe and sure. You may think of other requirements you need in your particular Assignments.

4. Assignments

A full description of each assignment should be provided in a schedule (a separate document) .

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 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

6. Confidentiality

A useful provision for both sides neither side wants

7. Use of sub-contractors

This important issue should be covered carefully. You

8. Disclaimers and limitation of liability

The law is complicated and much depends on the facts of each case. Our best advice

You will see that we have also included in the provision for your employees

As drawn, you have very little liability. The extent to which you are able to

9. Duration and termination

We have no comment.

10. Assignment

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

11. Uncontrollable events

Often referred to as “force ”

12. Miscellaneous matters

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

End of notes