

Small Works Subcontract: Articles of Agreement

A1: Date	This Subcontract is made on the 18th February 2016
between:	
A2: The Contractor	
A2.1 Contractor's Name	Adrian Wild
A2.2 Company Number	123456789
A2.3 Address	3 Portland Place Pritchard Street Bristol BS2 8RH
A2.4 Telephone Number	0845 1234 065
A2.5 E-mail Address	adrian.wild@hbxl.co.uk Notices may not be sent by e-mail.
and:	
A3: The Subcontractor	
A3.1 Subcontractor's Name	Alan Workman
A3.2 Company Number	123456789
A3.3 Address	28 King Street Kingswood Bristol BS8 5QQ
A3.4 Telephone Number	0117 916 7898
A3.5 E-mail Address	alan@workman.biz Notices may not be sent by e-mail.
A4: The Employer	
A4.1 Employer's Name	Mr and Mrs A S and D Smith
A5 The Works and the Subcontract Works	
A5.1 Description of the Main Contract Works	<p>The Employer has engaged the Contractor to carry out the following work:</p> <p>Rear extension to existing property for the creation of a dining and family room.</p> <p>(the "Main Contract Works") under a contract dated 18th February 2016 (the "Main Contract").</p>

A5.2 The Subcontract Works	<p>The Subcontractor has agreed to carry out the following works in relation to the Main Contract Works:</p> <p>Extension to central heating system into the dining and family room.</p> <p>(the "Subcontract Works").</p>
A5.3 The Site	At 38 Wattisford Corner, Wells, BA6 9PQ (the "Site")
A5.4 The Works Documents	The Subcontract Works are more fully described in the documents and drawings listed in Appendix 1 (the "Subcontract Works Documents") and the Subcontractor has agreed to carry out the Subcontract Works on the terms contained in these Articles of Agreement and the attached Definitions and Subcontract Terms.
A6 Subcontractor's Designed Items	
	The Subcontractor is not required to carry out any design.
A7 Contractor's Representative	
A7.1 Name	not applicable
A7.2 Address	not applicable
A7.3 Telephone Number	not applicable
A7.4 E-mail Address	not applicable
A8 Start of work	
	The Subcontractor is to start carrying out the Subcontract Works upon receipt of a notice to start from the Contractor.
A9 Time for Completion	
	Subject to any adjustment in accordance with the Subcontract Terms, the Subcontractor will complete the Subcontract Works within approximately 2 Days of the Start Date (the "Time for Completion").
A10 The Subcontract Price	
A10.1 Price ex VAT	<p>£850.00</p> <p>This is the price that the Subcontractor will charge for the Works, not including VAT.</p>
A10.2 Total Price	The total price for the Subcontract Works including VAT where applicable is £1,020.00. This is the "Subcontract Price". The Subcontract Price may be adjusted (up or down) in accordance with the Subcontract Terms. A breakdown of the Subcontract Price is set out at Appendix 6.
A10.3	The Subcontract Price has been calculated based upon the Assumptions set out in Appendix 4.
A11 Notices by e-mail	The parties have agreed that notices may not be sent by e-mail. (See clauses 9.4 and 9.5).

A12 Nominating Body	The Royal Institution of Chartered Surveyors (RICS)
A13 Rectification Period	The Rectification Period is 3 months starting on the Completion Date of the Main Contract Works.
A14 Payment Periods (clause 3 of the Subcontract Terms)	
A14.1	Payments from the Contractor to the Subcontractor shall become due periodically in accordance with Article A14.2 and Clause 3.
A14.2 Clause 3.2	The due date for interim payments shall be every 14 days beginning on the Start Date.
A14.3 Clause 3.4	The due date for the final payment shall be 28 days after the Completion Date.
A14.4 Clause 3.6	The final date for payment of a sum stated in an Invoice is 14 days from the due date.
A15 Site Restrictions (Appendix 3)	
A15.1 Working Hours	None.
A15.2 Others	None.
A16 Assumptions (Appendix 4)	
A16.1	The Assumptions are set out at Appendix 4.

THIS SUBCONTRACT IS PROVIDED IN TWO COPIES. THE PARTIES SHOULD SIGN BOTH COPIES AND THEN EACH SHOULD KEEP ONE COPY FOR THEIR RECORDS.

SIGNED BY THE CONTRACTOR:

Signature:	
Print Name:	
Position (if signing on behalf of a company):	

SIGNED BY THE SUBCONTRACTOR:

Signature:	
Print Name:	
Position (if signing on behalf of a company):	

Small Works Subcontract: Subcontract Terms

1. The Subcontractor's Obligations

- 1.1. The Subcontractor will carry out the Subcontract Works:
 - 1.1.1. beginning on the Start Date and regularly attending the Site to progress them so that they are completed by the Time for Completion;
 - 1.1.2. using reasonable care and skill;
 - 1.1.3. so that they are completed to a reasonable standard;
 - 1.1.4. using materials and goods that are:
 - 1.1.4.1. new, unless the Contractor agrees otherwise;
 - 1.1.4.2. of satisfactory quality and which are fit for their normal purpose; and
 - 1.1.4.3. compliant with the Legal Requirements and the Permissions;
 - 1.1.5. in an orderly manner leaving the Subcontract Works in a reasonably clean and tidy condition at the end of each working day;
 - 1.1.6. minimising disruption, noise and pollution caused by the carrying out of the Subcontract Works so far as is reasonably practical;
 - 1.1.7. in accordance with any reasonable instructions that the Contractor may give, including any instruction to suspend the carrying out of the Subcontract Works; and
 - 1.1.8. so that they are, when completed, in accordance with the Legal Requirements, the Permissions and this Subcontract.
- 1.2. The Subcontractor will exercise the reasonable care and skill to be expected of a competent general building contractor in carrying out the design of any

Subcontractor's Designed Items.

- 1.3. The Subcontractor will, in carrying out the Subcontract Works, comply with:
 - 1.3.1. the Legal Requirements;
 - 1.3.2. the Permissions;
 - 1.3.3. its obligations under the CDM Regulations; and
 - 1.3.4. the Site Restrictions.
- 1.4. The Subcontractor shall not have any liability for any work (including design work) carried out, nor any goods or materials supplied, by anyone for whom the Subcontractor is not responsible.

2. The Contractor's Obligations

- 2.1. The Contractor shall from the Start Date until the Completion Date give the Subcontractor access to the Site without any restrictions or obstructions other than the Site Restrictions.
- 2.2. The Contractor shall ensure that the Employer obtains all of the Permissions (including paying any associated fees) necessary for the carrying out of the Subcontract Works
- 2.3. If the Subcontractor has been provided with a copy of the Main Contract (or parts of the Main Contract) then the Subcontractor shall in respect of the Main Contract (or those parts that have been provided):
 - 2.3.1. be deemed to be aware of the Contractor's obligations to the Employer under the Main Contract, which shall be deemed to be in the contemplation of the parties; and
 - 2.3.2. ensure that the Contractor does not breach its obligations to the Employer by reason of the Subcontractor's carrying out the Subcontract Works.
- 2.4. The Contractor confirms that the Contractor's Representative has full authority to make decisions, give instructions and issue and receive all notices and invoices on behalf of the Contractor under this Subcontract and that the Subcontractor may act on any decision, instruction, notice or invoice given by or sent to the Contractor's Representative without