

ACA Form of Sub-Contract 1982 Third Edition 1998 (2003) Revision

This Sub-Contract is linked to the ACA Form of Building Agreement.

There are also 4 sets of attendant Certificates and Instructions that go with both the Building Agreement and the Sub-Contract:

ACA Architects Instructions
ACA Interim Certificate
ACA Taking-Over Certificate
ACA Final Certificate

The 'contents' page and the first 2 pages of the ACA Sub-Contract, latest edition, can be viewed overleaf.

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THIS SUB-CONTRACT is made the _____ day of _____ 20_____

BETWEEN:

(1) _____

of/or whose registered office is situate at

(referred to in this Sub-Contract as “the Contractor”); and

(2) _____

of/or whose registered office is situate at

(referred to in this Sub-Contract as “the Sub-Contractor”).

WHEREAS:

A The Contractor has entered into a contract (referred to in this Sub-Contract as “the Agreement”) and the Sub-Contractor has been supplied with a copy of the Agreement (except the Schedule of Rates annexed to it). Terms defined in the Agreement shall have the same meaning in this Sub-Contract.

B The Contractor has requested the Sub-Contractor to execute and complete

_____ (referred to in this Sub-Contract as “the Sub-Contract Works”) which form part of the Works to be executed by the Contractor under the Agreement at the Site.

Insert brief description of Sub-Contract works

C The Sub-Contractor has offered to execute and complete the Sub-Contract Works for the sum of _____

_____ pounds (£ _____) (referred to in this Sub-Contract as “the Sub-Contract Sum”) together with such additions or deductions as may be made under the provisions of this Sub-Contract. The Sub-Contract Sum is exclusive of value added tax.

D Certain other documents have been prepared for this Sub-Contract including a pricing schedule and a time schedule (referred to in this Sub-Contract as “the Sub-Contract Pricing Schedule” and “the Sub-Contract Time Schedule” respectively) and all such documents are annexed and signed by the parties and are referred to in this Sub-Contract as “the Sub-Contract Documents”. The Sub-Contract Documents shall form part of this Sub-Contract and the term “this Sub-Contract” shall be construed accordingly.

E Pursuant to the Construction (Design and Management) Regulations 1994, or any amendment thereof, hereinafter called the CDM Regulations:

The Employer (the “Client”) has appointed

of

to act as Planning Supervisor or such other person, firm or corporation as shall be notified in writing by the Employer, provided that the Employer shall not appoint any person, firm or corporation to whom the Contractor shall make reasonable objection within working days of the Employer's notice.

* *Insert number*

This recital F can be deleted and substituted with an appropriate clause listing those third parties who are entitled to third party rights.

The term "Principal Contractor" shall mean the Contractor, or in the event of his ceasing to be the Principal Contractor, such other contractor as the Employer shall appoint as Principal Contractor pursuant to Regulation 6(5) of the CDM Regulations.

F Nothing in this Contract confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

NOW IT IS HEREBY AGREED as follows:

1. SUB-CONTRACTOR'S GENERAL OBLIGATIONS

Execution of the Sub-Contract Works
Assumption of Contractor's obligations under the Agreement

- 1.1** In consideration of the payments to be made by the Contractor to the Sub-Contractor under this Sub-Contract, the Sub-Contractor shall execute and complete the Sub-Contract Works in strict accordance with the provisions of this Sub-Contract.
- 1.2** The Sub-Contractor shall be deemed to have full knowledge of all the Contractor's obligations, both express and implied, under and pursuant to the Agreement and the Sub-Contractor shall assume and perform the same in relation to the Sub-Contract Works as though they were expressly set out in this Sub-Contract. The Sub-Contractor undertakes to the Contractor that he shall so execute and complete the Sub-Contract Works that no act, omission or default on the part of the Sub-Contractor shall cause or contribute to any breach by the Contractor of his obligations under the Agreement.

Indemnity

- 1.3** The Sub-Contractor shall indemnify the Contractor against each and every liability which the Contractor may incur to any person whatsoever and against all damage, loss and/or expense suffered or incurred by the Contractor arising out of or in connection with any negligence of the Sub-Contractor or any breach by him of his obligations under this Sub-Contract.

2. DRAWINGS, DETAILS, DOCUMENTS AND INFORMATION

Copies of drawings, details, documents and information

- 2.1** Where it is stated in the Sub-Contract Documents that the Sub-Contractor shall design the whole or any part of the Sub-Contract Works or that he shall produce any drawings, details, documents or information in respect of the same, the Sub-Contractor without charge to the Contractor shall supply him with two copies (or a negative or an electronic copy) of such designs, drawing, details, documents or information at such times as to enable the Contractor to comply with his obligations under the Agreement.

Sub-Contractor liable for design

- 2.2** Where the provisions of Clause 2.1 apply, the Sub-Contractor shall be fully responsible for the design of the Sub-Contract Works or such part of them as stated in the Sub-Contract document and, without prejudice to any express or implied warranties or conditions, the Sub-Contractor warrants that:
- (a) the Sub-Contract Works will comply with any performance specification or requirement contained in the Sub-Contract Documents; and
 - (b) the Sub-Contract Works or such parts of them as are designed by or on behalf of the Sub-Contractor will be fit for the purposes for which they are required.

The Sub-Contractor shall fully indemnify the Contractor against any liability, claim, proceeding, damages, loss, expense or costs which the Contractor may suffer or incur in respect of or in connection with the same.

Samples

- 2.3** The Sub-Contractor may request the Contractor to accept samples of the quality of any goods and/or materials or standards of workmanship to be used in the Sub-Contract Works in substitution for any designs, drawings, details, documents or information to be