

# Master Builders Association Sub-Contract Agreement

SC-7

Sub-Contract No.:

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Project: \_\_\_\_\_  
\_\_\_\_\_

Builder: \_\_\_\_\_

Sub-Contractor: \_\_\_\_\_



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# FORM OF AGREEMENT

SUB-CONTRACT dated the ..... day of ..... 20 ..... BETWEEN

of ..... address

whose contact details are: telephone ..... fax.....

(hereinafter called "the Builder") of the one part

AND.....

of ..... address

whose contact details are: telephone ..... fax.....

(hereinafter called "the Sub-Contractor") of the other part.

**WHEREAS** the Builder and the principal/owner (hereinafter called "the Proprietor") have entered into a contract, whose particulars are further described in Clause 2, to build certain works pursuant to and in accordance with the provisions, documents and terms contained or incorporated - whether by express or implied reference or by operation of law – therein (hereinafter called "the Head Contract").

**AND WHEREAS** the Builder has requested the Sub-Contractor to carry out and complete certain works **specified in more detail in the First Schedule hereof**, which form part of - or which are required by the Builder for the better performing of - the Builder's obligations under the Head Contract, all in accordance with the provisions of this Sub-Contract and the relevant provisions of the Head Contract, (hereinafter called "the Sub-Contract Works").

**AND WHEREAS** the Sub-Contractor has agreed to do as requested by the Builder, having

- been given reasonable opportunity to inspect and study all components of the Head Contract, all components of the Sub-Contract; and
- acquainted itself with all other matters relevant to
  - \* the performance of the Sub-Contract Works and
  - \* the consideration contained in its accepted offer, which is specified in Clause 1.1

**NOW IT IS HEREBY AGREED** that for the above-referred consideration the Sub-Contractor shall carry out and complete the Sub-Contract Works in full accordance with this Sub-Contract agreement (which includes the General Conditions, any Special Conditions and the Schedules).

**SIGNED** by or on behalf of the Builder: .....

in the presence of:.....  
witness

**SIGNED** by or on behalf of the Sub-Contractor: .....

in the presence of:.....  
witness

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# 1. DETAILS OF SUB-CONTRACT

This Clause contains the following aspects of this Sub-Contract and is to be read in conjunction with the appropriate Clauses, Schedules and Appendix hereafter wherever a specific reference is made and annotated.

Clause No.	Item	Agreed Terms	Refer to Text Clause
1.1	Fixed Lump Sum Sub-Contract Price [GST-inclusive]	\$ ..... ( ..... dollars)	3
1.2	(a) Sub-Contractor's margin on variations affecting the Head Contract (b) Period for Builder to - (i) notify Proprietor of a variation (ii) Notify Sub-Contractor of Proprietor's decision	..... % ..... days ..... days	6.9.1 6.9.2 6.12
1.3	Period for Sub-Contractor to reply to Builder's request for quotation	..... days	6.8.1
1.4	Period/time for submitting the first Payment Claim	on or after ..... If nothing is stated, it shall be the fifteenth (15th) calendar day after start of the Sub-Contract Works on the site.	7.4
1.5	Dates or intervals for submitting subsequent Payment Claims	on or after the ..... day of each month If nothing is stated, it shall be the 15th day.  OR  at intervals of not less than ..... days If nothing is stated, it shall be 28 calendar days.	7.5
1.6	Earliest date or time for submitting final Payment Claim	..... If nothing is stated, it shall be on the Date of actual (practical) Completion.	7.7
1.7	Due dates for making progress or other payments	No later than on the ..... day following service of the relevant Payment Claim, invoice or other claim or demand If nothing is stated, on the eighth (8th) calendar day.	
1.8	Security for the Sub-Contractor's performance	Option 1: cash retention Option 2: bank guarantee Option 3: other (specified in a Special Condition) Delete the options not used.	
1.9	Cash retention (where selected) (a) maximum amount withheld from each progress payment (b) upper limit of the retention fund	..... % of the amount otherwise to be paid by the Builder If nothing is stated, 10%. ..... % of the Sub-Contract Price If nothing is stated, 5%.	8.2.1 8.2.2
1.10	Reduction of security for the Sub-Contractor's performance (a) time/date when reduced (b) amount of reduction	on ..... If nothing is stated, on the date of actual (practical) completion of the Head Contract.  If nothing is stated, one half of the amount of security held by the Builder on the above date.	8.2.7 8.2.7