



SBCC Contracts

2011 - 2014



Tailored for Scotland in Scotland

The SBCC provides 5 main suites of contracts: Standard Building, Design and Build, Minor Works and Measured Term and Homeowner. Each contract is tailored for the Scottish sector, to suit Scottish legislation, in Scotland. It also provides documentation on Project Bank Accounts, Framework Agreements, Constructing Excellence (a collaborative contract) and agreements for Pre-Construction Services.

The 2011 and 2013 Editions are intended for use following the implementation of the Local Democracy, Economic Development and Construction Act 2009 on 1 November 2011.

The appropriate uses detailed here for the current editions is to help customers determine which contract or documentation best suits the requirements of their project or circumstance.

Standard Building Contract

Standard Building Contract with Quantities for use in Scotland (SBC/Q/Scot)

Appropriate:

- for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with bills of quantities to define the quantity and quality of the work; and
- where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

- where the Contractor is to design discrete part(s) of the works (Contractor's Designed Portion);
- where the works are to be carried out in sections;
- by both private and local authority employers.

Standard Building Contract Guide (SBC/G/Scot)

This Guide provides a general introduction to the contract. It is not a substitute for professional advice.

Standard Building Contract Without Quantities for use in Scotland (SBC/XQ/Scot)

Appropriate:

- for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with either a specification or work Schedule to define adequately the scope and quality of the work and where the degree of complexity is not such as to require bills of quantities; and
- where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

- where the Contractor is to design discrete part(s) of the works (Contractor's Designed Portion);
- where the works are to be carried out in sections;
- by both private and local authority employers.

Standard Building Contract with Approximate Quantities for use in Scotland (SBC/AQ/Scot)

Appropriate:

- for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with approximate bills of quantities to define the quantity and quality of the work, which are to be subject to re-measurement, as there is insufficient time to prepare the detailed drawings necessary for accurate bills of quantities to be produced; and
- where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

- where the Contractor is to design discrete part(s) of the works (Contractor's Designed Portion);
- where the works are to be carried out in sections;
- by both private and local authority employers

Standard Building Sub-Contract Agreement for use in Scotland (SBCSub/A/Scot)

Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities); and
- for sub-contract works where the Sub-Contractor is not required to design.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

- where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met – consider using the Standard Building Sub-Contract with sub-contractor's design for use in Scotland (SBCSub/D/A/Scot and SBCSub/D/C/Scot).

Standard Building Sub-Contract Conditions for use in Scotland (SBCSub/C/Scot)

Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities); and
- for sub-contract works where the Sub-Contractor is not required to design.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

- where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met – consider using the Standard Building Sub-Contract with sub-contractor's design for use in Scotland (SBCSub/D/A/Scot and SBCSub/D/C/Scot).

Standard Building Sub-Contract with sub-contractor's design Agreement for use in Scotland

(SBCSub/D/A/Scot)

Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities);
- where the Contractor is to design discrete part(s) of the main contract works (Contractor's Designed Portion); and
- the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor's Designed Portion).

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

where no sub-contractor's design is involved – consider using the Standard Building Sub-Contract for use in Scotland (SBCSub/A/Scot and SBCSub/C/Scot).

Standard Building Sub-Contract with sub-contractor's design Conditions for use in Scotland

(SBCSub/D/C/Scot)

Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities);
- where the Contractor is to design discrete part(s) of the main contract works (Contractor's Designed Portion); and
- the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor's Designed Portion).

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

where no sub-contractor's design is involved – consider using the Standard Building Sub-Contract for use in Scotland (SBCSub/A/Scot and SBCSub/C/Scot).

Short Form of Sub-Contract

(ShortSub/Scot)

Appropriate:

- for use where the main contract is a SBCC contract; and
- for a small sub-contract package of work or one that is of straightforward content with low risk involved.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

- where the sub-contract works are of a complex technical nature;
- where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met;
- where provisions which are fully back to back with the main contract are required.

Sub-subcontract for use in Scotland

(SubSub/Scot)

Appropriate:

- for use where the main contract is a SBCC contract.

Can be used:

- with any sub-contract;
- where the sub-subcontract works and/or sub-contract works are to be carried out in sections;
- for sub-subcontract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re measurement.

Not suitable:

- where the sub-subcontract works are of a complex technical nature;
 - where provisions which are fully back to back with the sub-contract are required.
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Design and Build

Design and Build Contract for use in Scotland

(DB/Scot)

Appropriate:

- where detailed contract provisions are necessary and Employer's Requirements have been prepared and provided to the Contractor;
- where the Contractor is not only to carry out and complete the works, but also to complete the design; and
- where the Employer employs an agent (who may be an external consultant or employee) to administer the conditions.

Can be used:

- where the works are to be carried out in sections;
- by both private and local authority employers.

Where the Contractor's design responsibility is restricted to discrete parts of the works and he is not responsible for completing the design for the whole works, consideration should be given to using one of the SBCC contracts that provide for the employment of an Architect/Contract Administrator and limited design input by the Contractor.

Design and Build Sub-Contract Agreement for use in Scotland

(DBSub/A/Scot)

Appropriate:

- for use with the Design and Build Contract; and
- for sub-contract works whether or not they include design by the Sub-Contractor.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re measurement of the sub-contract works.

Design and Build Sub-Contract Conditions for use in Scotland (DBSub/C/Scot)

Appropriate:

- for use with the Design and Build Contract; and
- for sub-contract works whether or not they include design by the Sub-Contractor.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re measurement of the sub-contract works.

Design and Build Sub-Contract Guide (DBSub/G/Scot)

This Guide is intended to provide a general introduction to the contract and is not a substitute for professional advice.

Minor Works

Minor Works Building Contract for use in Scotland (MW/Scot)

Appropriate:

- where the work involved is simple in character;
- where the work is designed by or on behalf of the Employer;
- where the Employer is to provide drawings and/or a specification and/or work Schedule to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator and Quantity Surveyor is appointed is to administer the conditions.

Can be used:

- by both private and local authority employers;
- where bills of quantities are required.

Not suitable:

- where detailed control procedures are needed;
- where the Contractor is to design discrete part(s) of the works, even though all the other criteria are met – consider using the Minor Works Building Contract with contractor's design for use in Scotland (MWD/Scot).

Minor Works Building Contract with Contractor's Design for use in Scotland 2013 (MWD/Scot 2013)

Appropriate:

- where the work involved is simple in character;
- where the work is designed and the requirements for the contractor's design of discrete part(s) are detailed by or on behalf of the Employer, and where the Contractor is required to design those part(s) of the work (Contractor's Designed Portion);
- where the Employer is to provide drawings and/or a specification and/or work Schedule to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator or Quantity Surveyor if appointed is to administer the conditions.

Can be used:

- by both private and local authority employers: and
- where bills of quantities are required.

Not suitable:

- as a design and build contract;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed;

where warranties are required.

Minor Works Building Contract with Contractor's Design for use in Scotland 2011
(MWD/Scot)

Appropriate:

- where the work involved is simple in character;
- where the work is designed and the requirements for the contractor's design of discrete part(s) are detailed by or on behalf of the Employer, and where the Contractor is required to design those part(s) of the work (Contractor's Designed Portion);
- where the Employer is to provide drawings and/or a specification and/or work Schedule to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator or Quantity Surveyor if appointed is to administer the conditions.

Can be used:

- by both private and local authority employers: and
- where bills of quantities are required.

Not suitable:

- as a design and build contract;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed.

Where warranties are required.

Minor Works Sub-Contract with sub-contractor's design
(MWSub/D/Scot)

Appropriate:

- for use where the main contract is the Minor Works Building Contract with contractor's design;
- where the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor's Designed Portion); and

- for a small sub-contract package of work or one that is of straightforward content with low risk involved.

Not suitable:

- where the sub-contract works are of a complex technical nature;
- where sub-contractor's design is not involved – consider using the Short Form of Sub-Contract (ShortSub).

See also the opening paragraph of the Guidance Notes.

Measured Term

Measured Term Contract

(MTC/Scot)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

Measured Term Contract Guide

(MTC//G/Scot)

This Guide is intended to provide a general introduction to the contract and is not a substitute for professional advice.

Homeowner Contracts

Homeowner Contract for Use in Scotland 2013

HOB/Scot 2013

Building contract for a homeowner/occupier who has not appointed a consultant to oversee the work.

Appropriate Use:

Use this contract if you, the customer, deal directly with a builder working on your home. It is not generally suitable for large projects where you may need to employ a consultant to act for you.

Important note: if you need a consultant to be involved during the work, the building contract will not be suitable. In this case you should use our 'Building contract for a home owner/occupier who has appointed a consultant to oversee the work'.

Homeowner Contract with Consultant for Use in Scotland 2013

HOC/Scot 2013

Building contract for a for a homeowner/occupier who has appointed a consultant to oversee the work.

This contract contains: the Contract, Rules for Adjudication for use with the contract, Contract Agreement and Rules for Adjudication for use with the contract agreement.

Appropriate for:

This contract is for work to be carried out by a building contractor for a home owner/occupier (the customer) who has appointed a consultant.

For use in Scotland.

Not for use in England and Wales

Important note: if you don't want the consultant to deal directly with the builder, the building contract will not be suitable. In this case you should use SBCC Building contract for a home owner/occupier which is for use where no consultant is involved during the building process.

Project Bank Account Documentation 2013

Project Bank Account for Use in Scotland

PBA/Scot 2013

This document contains the three relevant parts, i.e. Project Bank Account Agreement, Additional Party Agreement and the Enabling Provisions, to enable a project bank account to be set up and operated.

Pre-Construction Service Agreements

Pre-Construction Service Agreement (General Contractor) 2013

PCSA/ Scot 2013

Appropriate:

- for the supply of pre-construction services by a Contractor selected under a two-stage tendering procedure; and
- where the main contract is to be the SBCC Standard Building Contract, Design and Build Contract, Minor Works or Major Project Construction Contract.

Can be used:

- whether or not the Contractor is to be responsible for any design work;
- where there is to be novation to the Contractor of any specialist sub-contract(s) or supply contract(s) or (in the case of a Design and Build Contract or Major Project Construction Contract) any consultancy agreement(s);
- by both private and local authority employers; and
- (with minor adaptation) in a SBCC Construction Management procurement, for the provision of pre-construction services by prospective Trade Contractors.

Not suitable for use:

- between the Employer and specialist sub-contractors (except as prospective Trade Contractors in a SBCC Construction Management procurement – but see also paragraph 7 of the Guidance Notes);
- between a Contractor and a sub-contractor; or

in conjunction with the SBCC Management Building Contract.

Pre-Construction Service Agreement (Specialist) 2013

PCSA/SP/ Scot 2013

Appropriate:

- for the supply of pre-construction services by a specialist to either an employer or the actual or prospective main contractor on substantial and/or complex projects, prior to entry into a sub-contract for construction or installation work; and
- where the main contract is to be the SBCC Standard Building Contract, Design and Build Contractor Major Project Construction Contract or Minor Works.

Can be used:

- whether or not the specialist is to be responsible for any design work;
- where the pre-construction services agreement is to be with the employer but the benefit of the specialist's tender may be assigned to the main contractor; and
- by both private and local authority employers.

Not suitable for use:

- between the employer and main contractor (for which the other version of the agreement, i.e. the SBCC Pre-Construction Services Agreement (General Contractor) (PCSA) should be used);

between the employer and a professional consultant.

Framework Agreement

Framework Agreement for use in Scotland

(FA/Scot)

Appropriate:

- for the procurement of construction/engineering related works over a period of time;
- for use by clients with contractors and/or suppliers;
- for use by contractors, sub-contractors and/or suppliers sub-letting to others in the supply chain;
- for use with most standard forms of construction and engineering contracts and sub-contracts.

Can be used:

- where compliance with the public procurement rules is required;
- on a single project.

Framework Agreement Guide for use in Scotland

(FA/G/Scot)

This Guide is intended to provide a general introduction to the Framework Agreement 2014 and is not a substitute for professional advice.

Constructing Excellence

Constructing Excellence Contract for use in Scotland

(CE/Scot)

Appropriate:

- for the procurement of construction works and construction related services;
- for use throughout the supply chain including the provision of professional services;
- for use where participants wish to engender collaborative and integrative working;
- for use in partnering.

Can be used:

- whether or not the supplier is to design;
- where the works are to be carried out in sections;
- for Target Cost or Lump Sum.

Constructing Excellence Contract Project Team Agreement for use in Scotland

(CE/P/Scot)

Appropriate:

- for use in conjunction with the SBCC - Constructing Excellence Contract (CE/Scot); and
- where members of the project team are to enter into a multi-party pain/gain agreement.

Constructing Excellence Contract Guide for use in Scotland (CE/G/Scot)

This Guide covers aspects of both the SBCC - Constructing Excellence Contract and the Project Team Agreement, including help on the completion of these two documents. It is intended to provide a general introduction to these contracts and is not a substitute for professional advice.