

2016 Edition

DBSub/C/Scot

**Design and Build Sub-Contract
Conditions for use in Scotland**

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SBC566



SAMPLE

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Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1 Unless the context otherwise requires or this Sub-Contract specifically provides otherwise, the following words and phrases, where they appear in capitalised form in the Sub-Contract Agreement or these Conditions, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Acceleration Quotation:	a quotation by the Sub-Contractor for an acceleration in the carrying out of the whole or part of the Sub-Contract Works made under paragraph 2 of Schedule Part 2 .
Activity Schedule:	see the Seventh Recital .
Adjudicator:	an individual appointed under clause 8.2 as the Adjudicator.
Adjustment Basis:	see clause 4.1 .
Appendix	the Appendix of two Parts annexed to and forming part of the Sub-Contract Agreement.
Approximate Quantity:	a quantity in any Bills of Quantities included in the Numbered Documents that is there, or by the nature of the bill, identified as an approximate quantity.
Arbitrator:	an individual appointed under clause 8.3 as the Arbitrator.
Article:	an article in the Sub-Contract Agreement .
Bills of Quantities:	any bills of quantities supplied by the Contractor and included in the Numbered Documents.
BIM Protocol:	(where applicable) the document(s) identified as such in the Sub-Contract Particulars (item 3) .
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday in Scotland.
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Completion Date:	the Date for Completion of the Main Contract Works or of a Section as stated in the Main Contract Particulars or such other date as is fixed under the Main Contract.
Conditions:	the clauses set out in sections 1 to 8 of these Conditions, together with and including the Schedule to these Conditions, as modified by any Sub-Contract Modifications Schedule included in the Appendix Part 2: Numbered Documents.
Construction Industry Scheme (or 'CIS'):	the current scheme under the Finance Act 2004.

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