## 2016 Edition

## SBCSub/D/C/Scot

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

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**SBC575** 



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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:

Word or phrase Meaning

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.

Architect/Contract the person named as such in the Main Contract Information

Administrator: Schedule or any successor appointed by the Employer.

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.

Construction Industry Scheme

(or 'CIS'):

the current scheme under the Finance Act 2004.