

**2016 Edition**

**SBC/AQ/Scot**

**Standard Building Contract  
With Approximate Quantities for use  
in Scotland**

**ISBN 978-1-909432-28-4**

**SBC570**

SAMPLE ONLY

# Contents

	<b>Agreement</b>			<b>Supply of Documents, Setting Out etc.</b>
	<b>Recitals</b>		2.8	Contract Documents
	<b>Articles</b>		2.9	Construction information and Contractor's master programme
1	Contractor's obligations		2.10	Levels and setting out of the Works
2	Ascertained Final Sum		2.11	Information Release Schedule
3	Architect/Contract Administrator		2.12	Further drawings, details and instructions
4	Quantity Surveyor			<b>Errors, Discrepancies and Divergences</b>
5	Principal Designer		2.13	Preparation of Contract Bills and Employer's Requirements
6	Principal Contractor		2.14	Contract Bills and CDP-related documents – errors and inadequacy
7	Adjudication		2.15	Notice of discrepancies etc.
8	Arbitration		2.16	Discrepancies in CDP-related documents
9	Legal proceedings		2.17	Divergences from Statutory Requirements
10	Registration		2.18	Emergency compliance with Statutory Requirements
	<b>Contract Particulars</b>			<b>CDP Design Work</b>
	<b>Signing</b>			2.19
	<b>Conditions</b>		2.20	Design liabilities and limitation
<b>Section 1</b>	<b>Definitions and Interpretation</b>			Errors and failures – other consequences
1.1	<b>Definitions</b>			<b>Fees, Royalties and Patent Rights</b>
	<b>Interpretation</b>		2.21	Fees or charges legally demandable
1.2	Reference to clauses etc.		2.22	Patent rights and royalties – Contractor's indemnity
1.3	Agreement etc. to be read as a whole		2.23	Patent rights – Instructions
1.4	Headings, references to persons, legislation etc.			<b>Unfixed Materials and Goods – property, risk etc.</b>
1.5	Reckoning periods of days		2.24	Materials and goods – on site
1.6	Third Party Rights		2.25	Not used
1.7	Notices and other communications			<b>Adjustment of Completion Date</b>
1.8	Issue of Architect/Contract Administrator's certificates		2.26	Related definitions and interpretation
1.9	Effect of Final Certificate		2.27	Notice by Contractor of delay to progress
1.10	Effect of certificates other than Final Certificate		2.28	Fixing Completion Date
1.11	Consents and approvals		2.29	Relevant Events
1.12	Applicable law			<b>Practical Completion, Lateness and Liquidated Damages</b>
<b>Section 2</b>	<b>Carrying out the Works</b>			2.30
	<b>Contractor's Obligations</b>		2.31	Practical completion and certificates
2.1	General obligations		2.32	Non-Completion Certificates
2.2	Contractor's Designed Portion			Payment or allowance of liquidated damages
2.3	Materials, goods and workmanship			<b>Partial Possession by Employer</b>
	<b>Possession</b>		2.33	Contractor's consent
2.4	Date of Possession – progress		2.34	Practical completion date
2.5	Deferment of possession		2.35	Defects etc. – Relevant Part
2.6	Early use by Employer		2.36	Insurance – Relevant Part
2.7	Work not forming part of the Contract		2.37	Liquidated damages – Relevant Part



6.6	Excepted Risks	8.3	Other rights, reinstatement
	<b>Insurance of the Works and Existing Structures</b>		<b>Termination by Employer</b>
6.7	Insurance Options and period	8.4	Default by Contractor
6.8	Related definitions	8.5	Insolvency of Contractor
6.9	Sub-contractors – Specified Perils cover under Works Insurance Policies	8.6	Corruption and regulation 73(1)(b) of the PC (Scotland) Regulations
6.10	Terrorism Cover – policy extensions and premiums	8.7	Consequences of termination under clauses 8.4 to 8.6
6.11	Terrorism Cover – non-availability – Employer’s options	8.8	Employer’s decision not to complete the Works
6.12	Evidence of insurance		<b>Termination by Contractor</b>
6.13	Loss or damage – insurance claims and reinstatement	8.9	Default by Employer
6.14	Loss or damage to Existing Structures – right of termination	8.10	Insolvency of Employer
	<b>CDP Professional Indemnity Insurance</b>	8.11	<b>Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC (Scotland) Regulations</b>
6.15	Obligation to insure	8.12	<b>Consequences of Termination under clauses 8.9 to 8.11, etc.</b>
6.16	Increased cost and non-availability		<b>Section 9 Settlement of Disputes</b>
	<b>Joint Fire Code – compliance</b>	9.1	<b>Mediation</b>
6.17	Application of clauses	9.2	<b>Adjudication</b>
6.18	Compliance with Joint Fire Code		<b>Arbitration</b>
6.19	Breach of Joint Fire Code – Remedial Measures	9.3	Conduct of arbitration
6.20	Joint Fire Code – amendments/revisions	9.4	Notice of reference to arbitration
	<b>Section 7 Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties</b>	9.5	Powers of Arbitrator
	<b>Assignment</b>		<b>Schedule</b>
7.1	General		<b>Schedule Part 1 Design Submission Procedure</b>
7.2	Rights of enforcement		<b>Schedule Part 2 Variation and Acceleration Quotation Procedures</b>
7.3	<b>Performance Bonds and Guarantees</b>		<b>Schedule Part 3 Insurance Options</b>
	<b>Clauses 7A to 7E – Preliminary</b>		Insurance Option A (New Buildings – All Risks Insurance of the Works by the Contractor)
7.4	Rights Particulars		Insurance Option B (New Buildings – All Risks Insurance of the Works by the Employer)
7.5	Notices		Insurance Option C (Joint Names Insurance by the Employer of Existing Structures and Works in or Extensions to them)
7.6	Not used		
	<b>Third Party Rights from Contractor</b>		<b>Schedule Part 4 Code of Practice</b>
7A	Rights for Purchasers and Tenants		<b>Schedule Part 5 Third Party Rights</b>
7B	Rights for a Funder		Part 1: Third Party Rights for Purchasers and Tenants
	<b>Collateral Warranties from Contractor</b>		Part 2: Third Party Rights for a Funder
7C	Contractor’s Warranties – Purchasers and Tenants		<b>Schedule Part 6 Forms of Bonds and Contracts of Purchase</b>
7D	Contractor’s Warranty – Funder		Part 1: Advance Payment Bond
7E	<b>Third Party Rights and Collateral Warranties from Sub-Contractors</b>		Part 2: Contracts of Purchase in respect of payment for
	<b>Section 8 Termination</b>		
	<b>General</b>		
8.1	Meaning of insolvency		
8.2	Notices under section 8		

Part 3: off-site materials and/or goods  
Retention Bond

**Schedule Part 7 SBCC Fluctuations Option A**  
(Contribution, levy and tax fluctuations)

**Schedule Part 8 Supplemental Provisions**

**Schedule Part 9 Contract Documents**

SAMPLE ONLY

# Agreement

**Between**

**The Employer** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Company No. \_\_\_\_\_) [1]

of/whose registered office is at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**And**

**The Contractor** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Company No. \_\_\_\_\_) [1]

of/whose registered office is at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside Scotland or England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

As to execution by foreign companies and matters of jurisdiction, see the Standard Building Contract Guide for use in Scotland.

SAMPLE ONLY