

Amendments to Building contract for a home owner/occupier who has appointed a consultant to oversee the work HO/C 2013 Edition for use in Scotland

Amendment 1: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014

Issued June 2015 (Effective from 27 March 2015)

Clause number and heading	Action
At Part 1 at para E Payment 2	Delete the word "will" and insert instead "does " Delete "the consultant has certified that the contractor has put right all the faults that he is responsible for and which arose in the work at any time up to 3 months after the work was finished (See condition 8)" and insert: <ul style="list-style-type: none">• "the consultant has certified that the contractor has put right all the faults that the contractor is responsible for and that have been discovered within 3 months after the work was finished; and• the customer has received the contractor's invoice for that amount. (See condition 8.)"
At Part 1 at para F The working period at 3:	Delete "seven" and insert "14"
At Part 2 Paragraph 7 Certifying finished work and making good:	At (b) delete "which" and insert "that"
At Part 2 Paragraph 8 Payment:	At (a) delete "95% of" At (c) delete "The customer will pay the remaining 5% of the total price no later than 14 days after the date" and insert instead "After" Insert "has" after "consultant". At the end of sub-paragraph (c) insert "the contractor can invoice the customer for the remaining 5% of the total price. The customer must pay this no later than 14 days after receiving the invoice"
At Part 2 para 11 Right to cancel	At (a) delete "7" and insert "14" At (b) insert at the end "This should be done before this contract is signed" At (f) delete "seven" and insert "14"
In the Guidance notes at Right to cancel	delete "7" and insert "14"

Incorporation of the modifications

The modifications may readily be incorporated in one of two ways:

either by amending the contract document itself in accordance with this Amendment and executing it in its amended form, with each amendment initialled by or on behalf of each party

or by attaching this Amendment to the Contract; and, prior to execution, inserting the following further provision on page 4 after the following wording:

This contract is in two parts:

- Part 1 deals with the arrangements for the work
- Part 2 contains the conditions

“This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014”

(that provision in similar fashion being initialled on execution.)